



## **LICENSE**

for the provision of

Passive Fixed Telecommunications Networks and Services

issued by

The Supreme Council of Information and Communications Technology – ictQATAR

issued to:

**Qatar National Broadband Network Company – Q.NBN**



Issue date, 22 July 2012

ICTRA 2012/07/22

Version 1.1, 11 June 2013

## Table of Contents

|                   |                                                                                 |           |
|-------------------|---------------------------------------------------------------------------------|-----------|
| <b>PART I</b>     | <b>BASIC PROVISIONS .....</b>                                                   | <b>5</b>  |
| 1.                | Structure of License .....                                                      | 5         |
| 2.                | Definitions.....                                                                | 5         |
| 3.                | Legal Nature of the License.....                                                | 5         |
| 4.                | Compliance Obligation of the Licensee .....                                     | 5         |
| 5.                | Activities, Facilities and Services Covered by the License .....                | 5         |
| 6.                | Geographic Scope of License .....                                               | 5         |
| 7.                | Radio Spectrum Licenses.....                                                    | 5         |
| 8.                | License Term.....                                                               | 5         |
| 9.                | Obligations of the Licensee to Qualifying Persons at a Retail level .....       | 6         |
| 10.               | Obligations of the Licensee to Qualifying Persons at a Wholesale Level .....    | 6         |
| 11.               | Network Roll-out and Coverage Obligations.....                                  | 7         |
| 12.               | Payment of Fees and Contributions .....                                         | 7         |
| 13.               | Other Compliance Obligations of the Licensee .....                              | 7         |
| 14.               | Breach of License.....                                                          | 8         |
| 15.               | Enforcement Powers of the Supreme Council.....                                  | 8         |
| 16.               | Penalties and Sanctions .....                                                   | 8         |
| 17.               | Reference for Criminal Proceedings.....                                         | 9         |
| 18.               | Treatment of Qualifying Person Communications and Data.....                     | 9         |
| 19.               | Lawful Interception and Security .....                                          | 9         |
| 20.               | Access to Premises and Information .....                                        | 10        |
| 21.               | Renewal of the License .....                                                    | 10        |
| 22.               | Amendment, Suspension and Revocation of License .....                           | 10        |
| 23.               | Continuity of Service in the Event of Suspension or Revocation of License ..... | 10        |
| 24.               | Assignment of License .....                                                     | 11        |
| 25.               | Transfer of Control .....                                                       | 11        |
| 26.               | Governing Law and Language of License .....                                     | 11        |
| 27.               | Performance bonds .....                                                         | 11        |
| 28.               | Representation before International and Governmental Organizations .....        | 11        |
| 29.               | Publication.....                                                                | 11        |
| 30.               | Deadlines for Performance or Response by the Licensee .....                     | 11        |
| 31.               | Notices .....                                                                   | 12        |
| <b>PART II</b>    | <b>Annexures .....</b>                                                          | <b>13</b> |
| <b>Annexure A</b> | <b>Definitions .....</b>                                                        | <b>14</b> |
| <b>Annexure B</b> | <b>Authorised Facilities, Networks, Services and Activities.....</b>            | <b>17</b> |
| 1.                | Authorised Telecommunications Networks and Facilities.....                      | 17        |
| 2.                | Authorized Telecommunications Services and Activities.....                      | 17        |
| 3.                | Mandatory Telecommunications Services .....                                     | 18        |
| 4.                | Limitations on the provision of services under this License .....               | 18        |
| 5.                | Utilisation of subcontractors .....                                             | 18        |
| <b>Annexure C</b> | <b>[INTENTIONALLY OMITTED] .....</b>                                            | <b>19</b> |
| <b>Annexure D</b> | <b>PROCEDURES FOR IMPLEMENTING AND REVISING RETAIL TARIFFS.....</b>             | <b>20</b> |
| 1.                | General Provisions .....                                                        | 20        |
| 2.                | Tariff Approval Procedures.....                                                 | 21        |
| <b>Annexure E</b> | <b>Obligations relating to provision and Quality of Service (QoS) .....</b>     | <b>23</b> |
| 1.                | General Provisions relating to Provisions and QoS.....                          | 23        |
| 2.                | QoS Obligations .....                                                           | 24        |
| 3.                | Rebate Claims.....                                                              | 25        |
| <b>Annexure F</b> | <b>Access and Wholesale Services .....</b>                                      | <b>26</b> |
| 1.                | Negotiation Procedures for Access Agreements .....                              | 26        |
| 2                 | Substantive Requirements of an Access Agreement .....                           | 27        |
| 3                 | Access Disputes .....                                                           | 27        |
| 4                 | Reference Offers .....                                                          | 28        |
| 5                 | Publication of access information .....                                         | 29        |

|                   |                                                                                                                 |           |
|-------------------|-----------------------------------------------------------------------------------------------------------------|-----------|
| <b>Annexure G</b> | <b>Completion Deadlines, Coverage Obligations and Rollout Obligations .....</b>                                 | <b>30</b> |
| 1.                | Substantive Requirements .....                                                                                  | 30        |
| 2.                | Network Rollout Plan .....                                                                                      | 31        |
| <b>Annexure H</b> | <b>Fees and Contributions .....</b>                                                                             | <b>34</b> |
| 1.                | General Provisions Relating to Fees .....                                                                       | 34        |
| 2                 | License Fee .....                                                                                               | 35        |
| 3                 | The Industry Fee .....                                                                                          | 36        |
| <b>Annexure I</b> | <b>Additional Obligations .....</b>                                                                             | <b>37</b> |
| 1.                | Accounting and Structural Requirements .....                                                                    | 37        |
| 2.                | Disclosure of Network Technical Information .....                                                               | 38        |
| 3.                | Abuse of its position .....                                                                                     | 39        |
| <b>Annexure J</b> | <b>[Intentionally omitted] .....</b>                                                                            | <b>41</b> |
| <b>Annexure K</b> | <b>Secured Obligations and performance bonds .....</b>                                                          | <b>42</b> |
| 1.                | Form and content of performance bonds to guarantee License Obligations .....                                    | 42        |
| 2.                | Procedures for resolving disputes over fulfillment of the Licensee's obligations under a performance bond ..... | 43        |
| 3.                | Bond amounts: .....                                                                                             | 44        |

## Revision History

| Issue Date   | Version | Notes                                                                                   |
|--------------|---------|-----------------------------------------------------------------------------------------|
| 22 July 2012 | 1.0     | Effective Date - First version of licensed issued                                       |
| 11 June 2013 | 1.1     | Addition of provisions and obligations relating to retail tariffs and retail customers. |



The Supreme Council of Information and Communications Technology – ictQATAR (**Supreme Council**) hereby grants to

Qatar National Broadband Network Company – Q.NBN

Commercial Reg. No. 49439

29<sup>th</sup> floor, Tornado Tower, West Bay

PO Box 28100 Doha Qatar.

(the **Licensee**) this individual license (the **License**) to provide the Authorised Telecommunications Networks and Services as set out in Annexure B subject to the terms and conditions set forth in this License.

*WHEREAS*, Decree Law No. (34) of 2006 on the promulgation of the Telecommunications Law (the **Telecommunications Law**) was decreed by the Emir of the State of Qatar, His Highness Sheikh Hamad Bin Khalifa Al-Thani, to liberalize and open to competition the telecommunications sector in the State of Qatar;

*WHEREAS*, the Supreme Council is the authority responsible for regulating the telecommunications sector and licensing service providers who own, establish or operate telecommunications networks or provide telecommunications services in the State of Qatar;

*WHEREAS*, the Licensee was initially granted an Authorisation to commence the establishment and development of certain infrastructure on 14 July 2011;

*WHEREAS*, the Supreme Council has resolved in terms of the powers stipulated in Article (4) to grant a licence for the purpose of establishing a new company to enable Qatar to enhance broadband connectivity in Qatar.

*WHEREAS*, Q.NBN guarantees transparency and non-discriminatory access to its services.

*WHEREAS* Q.NBN is a state-owned enterprise with provisions for future investments by Service Providers.

*WHEREAS*, Q.NBN is initially financed by public funds.

*WHEREAS*, in accordance with Chapter Three of the Telecommunications Law, the Supreme Council now grants this License to Q.NBN.

*WHEREAS*, pursuant to Section 21.2 of the Authorisation granted to Q.NBN on 14 July 2011, the Supreme Council has decided to issue an Individual Licence to Q.NBN, hereby revoking the said Authorisation.



## **PART I BASIC PROVISIONS**

### **1. Structure of License**

This License consists of two parts:

**Part I** contains the basic provisions of the License.

**Part II** consists of Annexures A – K, which form an integral part of this License and provide additional details with respect to the rights, obligations and authorised activities of the Licensee.

### **2. Definitions**

The words and expressions used in this License have the meanings set forth in the Telecommunications Law, Executive By-Law for the Telecommunications Law, regulations issued pursuant to the Telecommunications Law and this License, including the definitions set forth in Annexure A.

### **3. Legal Nature of the License**

This License is a unilateral administrative grant by the State of Qatar acting in the public interest through the Supreme Council, and is issued pursuant to a decision of the Supreme Council authorising the Licensee to provide the specified Authorised Telecommunications Networks and Services, pursuant to and in accordance with the Telecommunications Law, the Executive By-Law, the terms and conditions of this License and its Annexures, relevant legislation and international treaties, and any regulations, decisions, orders, rules, instructions or notices issued by the Supreme Council before or after the Effective Date (hereinafter, collectively referred to as the **Applicable Regulatory Framework**).

### **4. Compliance Obligation of the Licensee**

The Licensee shall comply (and shall cause its officers, subcontractors and agents to comply) with the terms and conditions of this License (including its Annexures) and with all other aspects of the Applicable Regulatory Framework, including any amendments thereto that may be adopted from time to time.

### **5. Activities, Facilities and Services Covered by the License**

The Licensee is hereby authorised to establish, construct, install, operate, lease and provide to Qualifying Persons on a non-exclusive basis, the Authorized Telecommunications Services by means of the Authorized Telecommunications Networks as specified in Annexure B of this License subject to the terms and conditions set forth in this License and the Applicable Regulatory Framework.

### **6. Geographic Scope of License**

The Licensee is licenced to provide the Authorized Telecommunications Networks and Services within the State of Qatar.

### **7. Radio Spectrum Licenses**

The Licensee may request radio spectrum for reasonably defined requirements of the Licensee.

### **8. License Term**

This License is valid for a period of twenty five (25) years beginning on the Effective Date.



## **9. Obligations of the Licensee to Qualifying Persons at a Retail level**

The Licensee shall provide services to its Retail Customers in accordance with terms and conditions that comply with the Applicable Regulatory Framework, including, among other things, the tariff procedures, service continuity, procedures for disconnection and quality of service obligations set forth in Annexures D, E and I of this License.

Unless otherwise agreed with its Retail Customer, the Licensee may not suspend, cancel, withdraw or disrupt the provision of any type of Mandatory Service from any class or group of Retail Customers without the prior approval of the Supreme Council, except in the case of non-payment, unlawful use, breach of agreement or scheduled mandatory or essential test procedures or repair or upgrade works of limited duration that are timed to minimize disruption to Customers and other users, or in the case of Force Majeure. The Licensee shall provide to the Supreme Council at least 60 days' written notice of any such action that it proposes to take and shall comply with any applicable procedures that may be established by the Supreme Council, including giving sufficient notice to affected Customers. In the event of disruption of any Mandatory Service due to instance of Force Majeure, the Licensee shall promptly inform the Supreme Council and affected Customers and work with other service providers to establish priority repair and restoration plans to ensure that service is restored as soon as is practically possible.

In the event of disruption of any Mandatory Service due to instance of Force Majeure, the Licensee shall promptly inform the Supreme Council and affected Retail Customers and work with other service providers to establish reasonable priority repair and restoration plans to ensure that service is restored as soon as is practically possible.

## **10. Obligations of the Licensee to Qualifying Persons at a Wholesale Level**

The Licensee shall provide facilities and services to its Wholesale Customers in accordance with the pricing, access, collocation, site sharing, wayleave coordination, quality of service and other obligations prescribed by the Applicable Regulatory Framework, including those set forth in Annexures E, F and I of this License. If the Licensee is designated by the Supreme Council as dominant in a specified market or markets, the Licensee also shall comply with the relevant provisions of Annexure I and any relevant decisions, orders, rules or regulations that may be issued by the Supreme Council.

Unless otherwise agreed between the Licensee and a Qualifying Person, the Licensee may not suspend, cancel, withdraw or disrupt the provision of any type of Mandatory Service from any class or group of Retail Customers without the prior approval of the Supreme Council, except in the case of non-payment, unlawful use, breach of agreement or scheduled mandatory or essential test procedures or repair or upgrade works of limited duration that are timed to minimize disruption to Customers and other users, or in the case of Force Majeure. The Licensee shall provide to the Supreme Council at least 60 days' written notice of any such action that it proposes to take and shall comply with any applicable procedures that may be established by the Supreme Council, including giving sufficient notice to affected Customers. In the event of disruption of any Mandatory Service due to instance of Force Majeure, the Licensee shall promptly inform the Supreme Council and affected Customers and work with other service providers to establish priority repair and restoration plans to ensure that service is restored as soon as is practically possible.





In the event of disruption of any Mandatory Service due to instance of Force Majeure, the Licensee shall promptly inform the Supreme Council and affected Qualifying Persons and work with other service providers to establish reasonable priority repair and restoration plans to ensure that service is restored as soon as is practically possible.

#### **11. Network Roll-out and Coverage Obligations**

The Licensee shall provide the Authorised Telecommunications Networks and Services in conformity with each of the network roll-out and Coverage Obligations set forth in Annexure G of this License.

Failure to comply with any of the Coverage Obligations may result in penalties and/or sanctions being imposed on the Licensee.

The Licensee is responsible for securing all necessary planning permissions, construction permits, easements, rights of way or other authorizations necessary for it to construct its networks, including those necessary for it to satisfy its Coverage Obligations.

#### **12. Payment of Fees and Contributions**

The Licensee shall be subject to the terms and conditions relating to fees and contributions as set out in Annexure H of this License.

The Supreme Council may determine the method and timing of payments of fees and contributions and will notify the Licensee thereof in writing. The payment rules and procedures determined by the Supreme Council are binding upon and enforceable against the Licensee immediately upon their receipt by the Licensee.

#### **13. Other Compliance Obligations of the Licensee**

13.1 In conducting its business, the Licensee shall comply with the Applicable Regulatory Framework. This shall include, where applicable, all decisions and regulations issued by the Supreme Council including but not limited to those governing:

- (a) complaints and dispute resolution;
- (b) consumer protection;
- (c) universal service;
- (d) access;
- (e) pricing and tariffs;
- (f) competition;
- (g) equipment types and standards, and approvals; and
- (h) licensing and rule making procedures.

13.2 The Licensee shall take all reasonable and practicable steps and measures necessary to adapt its business practices and processes, organizational structure, infrastructure design and configuration or other aspects of its business to facilitate and not hinder or prevent competition in the telecommunications sector, in accordance with the Applicable Regulatory Framework.

13.3 The Licensee shall not engage in any anticompetitive practices that prevent, hinder or substantially lessen competition as stipulated in the Applicable Regulatory Framework, including the provisions of Annexure I of this License where applicable. The Licensee

shall comply fully, promptly and in good faith with any remedial decisions, orders, rules or instructions that may be issued by the Supreme Council after evaluating the evidence and providing the Licensee an opportunity to be heard in respect of allegations of anticompetitive practices.

- 13.4 The Licensee shall not pass on to its Qualifying Persons any of the costs associated directly or indirectly with any fines, penalties and/or sanctions that may be imposed in accordance with the Applicable Regulatory Framework.

#### **14. Breach of License**

The Licensee shall be liable for all breaches of this License whether caused or carried out by itself or its servants or agents or by a Person acting on its behalf. Failure to comply with any of the terms of this License, including any of the terms of or requirements in the Annexures, or with any other terms or provisions of the Applicable Regulatory Framework, shall be a breach of this License. Following consultation with the Licensee and, where appropriate, other Licensees or the general public, the Supreme Council shall determine whether a breach of the License has occurred.

#### **15. Enforcement Powers of the Supreme Council**

The Supreme Council shall have the enforcement powers vested in it by the Applicable Regulatory Framework. Except in situations involving imminent and irreparable harm to Persons or property or where necessary to serve the public interest, as determined solely by the Supreme Council, the Licensee will be given written notice of the basis for any proposed enforcement action taken against it, a brief opportunity to respond to the notice, and a short period of time in which to comply with any final enforcement decision issued by the Supreme Council, prior to the imposition of any penalties or sanctions. The time periods for responding to an enforcement decision and compliance with the same shall be prescribed by the Supreme Council with due regard to the relevant circumstances, in the absence of specific procedures established by the Applicable Regulatory Framework.

#### **16. Penalties and Sanctions**

- 16.1 If the Licensee fails to comply with an enforcement order of the Supreme Council, the Licensee shall be subject to the penalties and sanctions permissible under the Applicable Regulatory Framework, including requiring the filing of an appropriately-sized surety or similar performance bond.

- 16.2 If the Supreme Council determines in its sole discretion that :

- (a) the Licensee is contravening or has contravened a material provision of this License or the Applicable Regulatory Framework, and/or
- (b) there is a reasonable likelihood that the Licensee will engage in repeated violations of the same, irrespective of the imposition of penalties or sanctions; and/or
- (c) the cumulative effect of these violations will be to impede the introduction, development or maintenance of effective competition in the telecommunications sector,

the Supreme Council may, after consultation with the Licensee and other interested parties and full consideration of all of the relevant evidence, amend the License to





require the structural, operational or organizational Separation of the Licensee's business activities as it deems necessary.

#### **17. Reference for Criminal Proceedings**

Following investigation, conduct by the Licensee may be referred to the relevant authority for further investigation and/or criminal proceedings for any violation of the Applicable Regulatory Framework which involves any of the offences set forth in Articles (64)–(71) of the Telecommunications Law.

#### **18. Treatment of Qualifying Person Communications and Data**

- 18.1 The Licensee shall not collect, use, process, maintain, store or disclose (hereinafter, collectively, "use") Qualifying Person information except as permitted or required by the relevant provisions of applicable laws and regulations or with the informed consent of the Qualifying Person. The Licensee is permitted to use Qualifying Person information for all business purposes or as agreed with Qualifying Persons or in accordance with any Qualifying Person notice and consent and any applicable laws and regulations and the Applicable Regulatory Framework.
- 18.2 The Licensee shall take all reasonable steps to ensure the non-disclosure and confidentiality of customer communications at all times and shall establish reasonable technical and organizational measures to prevent the unauthorized or illegal disclosure of customer communications and data. This obligation, however, shall be subject to the requirements of any regulations that may be adopted by the Supreme Council with respect to customers wishing to take-up services from a competing duly licensed service provider. The Licensee shall not intercept, monitor, record or alter the content of a customer's communications except with the customer's specific prior consent or as expressly permitted or required by this License, applicable laws or regulations.
- 18.3 Nothing in this Clause 18 shall be construed as preventing or impeding the Licensee's access to or transfer of stored or processed data that is associated with and necessary for the efficient set-up, establishment, development, delivery, leasing or billing of the Licensed Telecommunications Networks and related services.
- 18.4 The Licensee shall not utilize or manipulate information about Qualifying Persons that is obtained in the course of developing or providing the Authorized Telecommunications Networks and Services and Ancillary Services pursuant to this License in a way that would have the effect of preventing or hindering competition in the sector or in the provision of such networks and related services.
- 18.5 The Licensee shall not be responsible or liable for any improper or unlawful use of the Licensee's Authorized Telecommunications Networks by the Qualifying Persons.

#### **19. Lawful Interception and Security**

- 19.1 The Licensee shall make available to duly authorised law enforcement agencies of the State of Qatar upon request all stored information that is held by the Licensee, and shall otherwise cooperate with such authorities in accordance with procedures established by applicable laws and regulations.
- 19.2 The Licensee shall comply with the requirements of the authorised agencies of the State of Qatar relating to national security and with the directions of governmental bodies in cases of public emergencies, and it shall implement any orders and instructions of the



Supreme Council with respect to service issues related to same.

- 19.3 In exercising its responsibilities under this Clause 19, the Licensee shall be guided by the principle that end users should not be impeded by their service provider from accessing and distributing lawful content or running any lawful application or services, except in cases where the Licensee is required to intercept, block or otherwise impede such transmissions by a duly authorized agency of the State of Qatar or is otherwise authorized to do so in accordance with the laws of the State of Qatar.

## **20. Access to Premises and Information**

- 20.1 The Licensee shall cooperate fully in allowing employees of the Supreme Council vested with the power of judicial seizure to enter the Licensee's premises on demand, obtain access to the Licensee's records and documents, and inspect equipment and telecommunications systems or any other related items.
- 20.2 The Licensee shall provide true and complete responses on a timely basis to all information requests issued by the Supreme Council and shall comply in good faith with any reporting and monitoring requirements issued by the Supreme Council in accordance with procedures established by the Applicable Regulatory Framework.

## **21. Renewal of the License**

- 21.1 The Licensee may apply for renewal of the License no earlier than thirty-six (36) months and no later than twelve (12) months prior to the date of expiry of the License. Subject to consultation with the Licensee and other interested parties, the Supreme Council will determine in its sole discretion whether to approve the application and grant a renewal under the same or revised terms and conditions.
- 21.2 The License may be renewed for a period specified by the Supreme Council, which shall not be less than five (5) years, if the Supreme Council determines that the Licensee has complied in all material respects with the terms of this License and the Applicable Regulatory Framework.
- 21.3 The License may be amended upon renewal if the Supreme Council determines that modification of the License terms is necessary to address material changes in circumstances, including but not limited to, technology advancements and market developments, or in accordance with any provisions of the Applicable Regulatory Framework relating to the amendment of licenses.
- 21.4 The Supreme Council shall notify the Licensee of its intent to either renew or decline to renew this License within six (6) months of receiving an application for renewal.

## **22. Amendment, Suspension and Revocation of License**

The Supreme Council may amend, suspend or revoke this License, in whole or in part, pursuant to the procedures, terms and conditions set out in the Applicable Regulatory Framework. This License may be revised by the Supreme Council from time to time as necessary to bring its terms into conformity with the Applicable Regulatory Framework.

## **23. Continuity of Service in the Event of Suspension or Revocation of License**

In the event of suspension, revocation or termination of the License, the Licensee shall cooperate fully with the Supreme Council in implementing all measures necessary to ensure



continuity of service and avoid disruption for Qualifying Persons during any transition to another duly licensed service provider.

#### **24. Assignment of License**

The Licensee may not assign this License, and the License will not be deemed to be assigned by contract, by operation of law or for any other reason, without the prior written approval of the Supreme Council in accordance with the provisions of the Applicable Regulatory Framework.

#### **25. Transfer of Control**

25.1 No Transfer of Control of the Licensee shall be affected by any transaction or series of transactions without the prior written approval of the Supreme Council, in accordance with the provisions of the Applicable Regulatory Framework.

25.2 If the Licensee decides to undertake, or becomes aware of, any transaction or arrangement having as a consequence or intended consequence the effect of a Transfer of Control, the Licensee shall deliver to the Supreme Council a written notification describing such transaction within a period of not less than sixty (60) days prior to the intended completion date of the transaction or as soon as the Licensee becomes aware of any third party transaction. The notification shall in reasonable detail and with sufficient clarity identify the parties to the transaction, including their respective Affiliates or any related Persons, and shall summarize the nature of the transaction, including the intended completion date. The Licensee shall provide such other information, and comply with any other procedural requirements, as may be specified in the Applicable Regulatory Framework.

#### **26. Governing Law and Language of License**

This License, which is rendered in the English language, shall be governed by and interpreted in accordance with the laws of the State of Qatar.

#### **27. Performance bonds**

The Licensee is required to guarantee the fulfilment of any obligation which the Supreme Council expressly designates as a Secured Obligation with a performance bond.

#### **28. Representation before International and Governmental Organizations**

Upon request of the Supreme Council, the Licensee shall provide technical assistance and support to the Supreme Council in connection with the latter's representation of the State of Qatar before, and participation in, regional and international governmental organizations and fora, including the International Telecommunication Union.

The Licensee shall be entitled to participate in national and international government and public organizations.

#### **29. Publication**

The Supreme Council may publish all or any details of this License on its official website or elsewhere, with the exception of those aspects that the Supreme Council in its sole discretion determines to be commercially sensitive or confidential, based upon a timely and justified request made by the Licensee.

#### **30. Deadlines for Performance or Response by the Licensee**



References in this License, including its Annexures, to the number of "days" within which the Licensee shall act mean calendar days unless otherwise specified in the relevant provision of the License. The Supreme Council may, in its sole discretion, grant an extension of any deadlines set forth in this License, including its Annexures.

### 31. Notices

Notices in connection with this License shall be in writing, and in the English language; and

- (a) for the Supreme Council, shall be marked for the attention of the Secretary General, Fax No.:+974.499.5515, at the offices of ictQATAR, located at Level 19, Al Nasser Tower B, Post Office Roundabout, Al Corniche, Doha, Qatar;
- (b) for the Licensee, shall be marked for the attention of the Chief Executive Officer, Qatar National Broadband Network QSC (Q.NBN) , P. O. Box 28100, Doha, Qatar.

A notice in connection with this License shall be deemed to have been received at the time of receipt if sent by courier or hand-delivered or on the next business day following the date of transmission if sent by facsimile (such transmission to be evidenced by automatic answer-back).

For the Supreme Council of Information and Communication Technology - ictQATAR

Signed by



Dr. Hessa Al Jaber  
Secretary General, ictQATAR



Dated: 11 June 2013

## **PART II      Annexures**

## Annexure A Definitions

The words and expressions used in this License shall have the meaning assigned by the relevant provisions of the Applicable Regulatory Framework when used herein.

Words and expressions which are expressly defined for purposes of this License are set forth below or are identified in the boldface type where they are defined in the body of the License or its Annexures. Any terms that are not defined by this License or the Applicable Regulatory Framework shall be defined in accordance with the definitions applied by the International Telecommunication Union or in the absence of same, international best practice.

The terms and expressions listed below shall be defined as follows unless the specific context requires otherwise, in line with the Applicable Regulatory Framework.

**Affiliate:** any legal Person that directly or indirectly, (i) controls, (ii) is controlled by, or (iii) is under common control with another Person. An unaffiliated Person is a Person that is not an Affiliate.

**Ancillary Services:** as defined in Annexure B of this License.

**Anniversary Date:** one year after the Effective Date of this License, or the annual recurrence of that date.

**Applicable Regulatory Framework:** including but not limited to the Telecommunications Law, the Executive By-Law, regulations, instructions, orders, notices, Licenses and decisions issued by the Supreme Council.

**Assignment:** any transfer of this License from the Licensee to another Person including without limitation, a change of control of the Licensee.

**Authorised Telecommunications Networks:** as defined in Annexure B, Section 1 of this License.

**Basic Services:** as defined in Annexure B of this License.

**Bundled Tariff Package:** any Tariff that ties together, under a single offer, multiple telecommunications products and/or services that have been or customarily are offered separately to customers.

**Calendar Year:** a period of time commencing on 1 January and terminating on the immediately following 31 December, under the Gregorian calendar.

**Central Office or CO:** a location or building where the Licensee provides access to the passive infrastructure and co-location facilities.

**Co-location Services:** the provision of co-location space and services.

**Day:** calendar day, if not otherwise explicitly specified.

**Effective Date:** the date of the grant of this License.

**Executive By-Law:** the Executive By-law for the Telecommunications Law No. 1 of 2009 issued by the Supreme Council.

**Fixed Telecommunications Network:** a telecommunications network that facilitates the conveyance of signals by means of wireline or wireless facilities between points at fixed locations on the network.



**Force Majeure:** a devastating act of nature or other disaster that is beyond the reasonable control of the Licensee, including but not limited to earthquakes, floods, widespread fires, tropical storms, or acts of war or terrorism.

**Licensee :** Qatar National Broadband Network Company – Q.NBN.

**Mandatory Services:** as defined in Annexure B of this License.

**Patching Services:** patching, splitting and splicing etc. services.

**Person:** a natural or legal person of any type or form.

**Premises Passed:** means the Licensee's Fibre has been deployed to the roadway outside the premises but not yet connected into the premises.

**Public Fixed Telecommunications Network:** any wireline or wireless network over which Public Fixed Telecommunications Services are made available to the general public on a commercial basis.

**Public Fixed Telecommunications Service:** any telecommunications service, including voice, data or video, that is provided by a holder of a Public Fixed Telecommunications Networks and Services License to the public on a commercial basis over a Fixed Telecommunications Network, but excluding Mobile Services.

**Public Mobile Telecommunications Network:** any network over which Mobile Services are provided by a holder of a Public Mobile Telecommunications Networks and Services Authorisation to the general public on a commercial basis.

**Public Mobile Telecommunications Services:** any Mobile Service that is provided to the general public on a commercial basis.

**Public Telecommunications License:** any license granted by the Supreme Council that is expressly identified as a public telecommunications license and that authorises the provision of fixed or mobile services to the general public on a commercial basis.

**Public Telecommunications Licensee:** an entity holding a Public Fixed or Mobile Telecommunications Networks and Services License issued by the Supreme Council to authorise that entity to provide networks and services to the public on a commercial basis.

**Public Telecommunications Services:** telecommunications services that are authorised or required to be provided under a Public Telecommunications License.

**Qatar National Broadband Network:** the Licensee, hereinafter referred to as "Q.NBN".

**QoS:** Quality of Service.

**Qualifying Person:** this includes holders of Public Fixed and Mobile Telecommunications Licensees and other entities as may be authorised by the Supreme Council, from time to time.

**Retail Customer:** A Qualifying Person who takes a service under the Licensees retail tariffs.

**Revenue:** total income received by the Licensee in connection with networks and services provided under this License, including related investments or savings.

**RO:** Reference Offer.

**Secured Obligation:** as defined by the Supreme Council.



**Separation:** a regulatory remedy that may be ordered by the Supreme Council requiring a division of the business operations, assets and/or organizational structure of a service provider for the purpose of deterring, or facilitating the detection of, anticompetitive conduct, as follows: (1) division into two or more separate legal entities, including by means of partial or complete divestiture, (2) division into segregated organizations or functions, or (3) segregated accounts in accordance with rules prescribed by the Supreme Council.

**Service Launch Date:** the day on which the Licensee commences the provision of passive fixed telecommunications networks and related services to Qualifying Persons on a commercial basis and such service: (a) becomes freely available to be purchased in part or all of the State of Qatar, (b) can be provisioned within a reasonable timeframe in areas where the service is available, and (c) generates revenue for the Licensee. For the avoidance of doubt, where the Licensee is offering passive fixed telecommunications networks and services on a trial or restricted basis and is not charging for such services, such offering does not constitute Service Launch.

**Supreme Council:** The Supreme Council of Information and Communications Technology – ictQATAR

**Tariff:** any statement of prices, rates, charges or other compensation of any form (including related service descriptions or terms and conditions such as rebates, waivers or discounts) offered by a service provider regarding any of its services.

**Telecommunications Law:** means the Telecommunication Law Decree “34” of 2006;

**Transfer of Control:** the transfer from one Person to another of the power to exercise decisive influence over, or to determine the actions of, another Person in any manner, whether directly through the ownership of shares, stocks or other securities or voting rights, or indirectly through an agreement or arrangement of any type. Any Person that has, directly or indirectly at its disposal, at least 5% of the voting rights in another Person shall be presumed to be in control of such other Person absent clear evidence to the contrary.

**Wholesale Customer:** A customer who is the holder of a Public Telecommunications License or that has otherwise been specifically designated by the Supreme Council as being eligible to procure wholesale telecommunications services from another Public Telecommunications License holder.



## Annexure B Authorised Facilities, Networks, Services and Activities

### 1. Authorised Telecommunications Networks and Facilities

- 1.1 Subject to the terms and conditions set out in the Applicable Regulatory Framework, the Licensee is hereby authorised to establish, install, own, import, lease and sell or otherwise provide to Qualifying Persons passive Fixed Telecommunications Networks (**Authorised Telecommunications Networks**).
- 1.2 The Licensee shall ensure that the Authorized Telecommunications Networks are designed, installed, operated and maintained as necessary and appropriate to enable and/or support the provision of the Mandatory Services specified in Section 3 of this Annexure B and such other services that are authorized hereunder.

### 2. Authorized Telecommunications Services and Activities

- 2.1 Subject to the terms and conditions set out in the Applicable Regulatory Framework, the Licensee is hereby authorized to offer passive telecommunication services, which include the following services to Qualifying Persons, provided that it does so utilizing its Authorised Telecommunications Networks except as otherwise permitted by the Applicable Regulatory Framework, and without any undue preference for or undue discrimination for or against a particular Qualifying Person or classes of Qualifying Persons:

| Authorized Services                                    | General Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Basic Services: Physical Passive Connectivity Services | <p>Physical connectivity on a passive basis between any Connectivity Points within the networks deployed by the Licensee.</p> <p>This includes inter alia, but not limited to:</p> <p>PON – Passive Optical Network: A passive optical network (PON) is a point-to-multipoint, fibre to the premises network architecture in which unpowered optical splitters are used to enable a single optical fibre to serve multiple subscribers' premises and</p> <p>Point to Point Optical Network: A passive point to point optical fibre access, using dedicated fibre from an operator's central point all the way to subscribers' specific premises.</p> |
| Ancillary Services                                     | <p>Services that are ancillary to the sale or provision of the Basic Services, which may include co-location services, patching services, duct space, cabling services and in-house wiring.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

collectively, the **Authorized Telecommunications Services**.

- 2.2 The Licensee must ensure that the Authorised Telecommunications Networks are designed, installed, established, and maintained as necessary and appropriate to enable and/or support the provision of the Authorized Telecommunications Services.

### **3. Mandatory Telecommunications Services**

Subject to the Coverage Milestones and Completion Deadlines set forth in Annexure G of this License, the Licensee is hereby obliged to provide the following services (**Mandatory Services**):

- (a) PON – Passive Optical Network; and
- (b) Point to Point Optical Network.

### **4. Limitations on the provision of services under this License**

Notwithstanding any other provision of this License to the contrary, the Licensee shall not provide any of the following

- (a) Services to entities other than Qualifying Persons;
- (a) Active (non-passive) networks or services.

### **5. Utilisation of subcontractors**

The Licensee may utilize subcontractors for the establishment, development and delivery of the Authorized Telecommunications Networks and Services and related services without prior written approval by the Supreme Council provided that the Licensee shall continue to be fully liable for any obligations in relation to the provision of Authorized Telecommunications Network and Services.



## Annexure C [INTENTIONALLY OMITTED]



## **Annexure D    PROCEDURES FOR IMPLEMENTING AND REVISING RETAIL TARIFFS**

### **1.    General Provisions**

- 1.1 The Licensee shall comply with all provisions of the Applicable Regulatory Framework, including any regulation, decisions, orders, rules, instructions or notices issued by the Supreme Council, relating to Tariffs.
- 1.2 All Authorised Telecommunications Networks, and all Authorised Telecommunications Services at a retail level must be offered pursuant to a Tariff in accordance with the provisions of this Annexure.
- 1.3 The Licensee shall make available to the Supreme Council for its review any and all of the Licensee's proposed Tariffs, or any modifications thereof, for Public Telecommunications Services (including any discounts and promotions). All approved or notified Tariffs must be provided in a format that is clear, legible and easily understood. The Licensee shall ensure that all Tariffs are complete, with full details of all charges, terms and conditions of the Tariff including the charges for any services or equipment not otherwise subject to tariff control that are included in as part of a service.
- 1.4 The terms and conditions of the Tariff shall identify, among other things, the products and services on offer, related products and services, objectives of the offer, whether or not it is a promotion or a readjustment, a clear statement of the applicable prices and the units to which they apply, rounding practices, use of increments, any minimum commitment periods or minimum volumes, cancellation policies, special considerations, the period of the Tariff, and any other elements of the offer that are material to the service provided to the customer and the consideration to be paid.
- 1.5 The Licensee shall maintain paper copies of its Tariffs at its business premises in a location that is accessible to its customers or potential customers, and copies shall be readily available for inspection, free of charge and during regular business hours. No later than five (5) days following receipt of a written request from a customer, the Licensee shall send to the customer a copy of a Tariff, or the relevant portion thereof, for a charge that shall not exceed the reasonable cost actually incurred by the Licensee to accommodate the customer's request.
- 1.6 The Licensee shall provide adequate notice to the public of any proposed Tariffs in accordance with the Applicable Regulatory Framework. The Licensee shall publish the Tariff and prominently display the details of the Tariff, including its effective date, on its website in a manner that enables remote access to the public free of charge. Unless the Supreme Council has consented to or instructed the Licensee in writing to suspend or terminate the publication of Tariffs on the Licensee's website, the Licensee shall maintain such publication continuously during the entire term of validity of the Tariff and for an immediately subsequent period of no less than six (6) weeks. Any Tariff that is no longer in effect will be clearly marked as such, including the date of termination or expiry and a reference to any superseding Tariff.
- 1.7 Following receipt of a written request from the Supreme Council seeking information relating to any Tariff, including costs, revenues, terms and conditions, and methods of composing the Tariff, the Licensee shall deliver the requested information to the





Supreme Council in a concise and reasonably detailed manner within the timeframe specified in the request.

- 1.8 The Licensee shall ensure that any schemes involving rebates, discounts, waivers or free items which are offered by the Licensee to its customers or potential customers are fully disclosed in detail and shall be published and made available for inspection in the same manner set out in Sections 1.4, 1.5 and 1.6. In addition, the Licensee shall ensure that with respect to the application of any discount or promotional schemes offered or granted to any customers or potential customers, the Licensee shall not afford any undue preference to, or exercise undue discrimination against, a particular Person or Persons of any class or description. Notwithstanding the above, nothing in this provision shall be interpreted to prevent the Licensee from making offers to particular customers or customer groups where there is an objectively justifiable basis for such differential treatment
- 1.9 The Licensee consents to the Supreme Council publishing on its website, in a manner that enables remote access to the public, free of charge, a compilation of or links to the Tariffs offered by the Licensee and other service providers, in order to facilitate access to, comparison of and understanding of the terms under which telecommunications services are available in the State of Qatar.
- 1.10 Any Tariff filing involving a Bundled Tariff Package shall identify the separate charges or other Tariff elements that are applicable to each part of the bundled service or combination of services pertaining to the Bundled Tariff Package, and shall include a comparison between the bundled price under the Bundled Tariff Package and the total price for the corresponding unbundled products, services or elements.

Any failure by the Licensee to submit its proposed Tariffs to the Supreme Council for review, approval or to provide the required notice to customers in accordance with these provisions shall be considered a violation of this License and be subject to the imposition of appropriate sanctions or penalties. Where justified under the circumstances, the Supreme Council may also order the Licensee to officially withdraw the Tariff, or provide refunds or other compensation in an appropriate form to affected customers or customer groups. The Supreme Council may also release from or reimpose obligations in respect of particular markets or price categories.

## **2. Tariff Approval Procedures**

- 2.1 The Licensee shall deliver to the Supreme Council any proposed Tariffs or Tariff modifications in both paper copy and electronic "read only" format, unless otherwise instructed by the Supreme Council. Any and all proposed Tariffs must be approved in writing by Supreme Council prior to taking effect.
- 2.2 If the Licensee proposes to introduce or modify a Tariff, the proposed Tariff shall be filed with the Supreme Council at least twenty-eight (28) days in advance of the proposed effective date of the Tariff. The Supreme Council shall have twenty-eight (28) days in which it may (a) approve or (b) object to the Tariff and order its suspension, modification or withdrawal, or (c) extend the period for review. If the proposed Tariff involves any increase in price, the proposed Tariff shall be notified to customers at least twenty-one (21) days in advance of the effective date of the Tariff, or such other period or date specified by the Supreme Council. Such notification can be made by means of newspaper or other advertising or by such other means as the Supreme Council may



specify.

- 2.3 If the Supreme Council decides that an extended review of a proposed Tariff is necessary, it shall notify the Licensee in writing and shall specify the procedures and timetable for the Tariff review, including any consultation or other relevant process with respect thereto, in accordance with the Applicable Regulatory Framework or as determined by the Supreme Council.
- 2.4 If the Supreme Council declines to approve a proposed Tariff, it shall inform the Licensee of the reasons for such decision.
- 2.5 The Licensee shall comply fully with any and all procedures relating with the tariff review and approval process, adoption, modification, interpretation or implementation of Tariffs that may be established in the Applicable Regulatory Framework.



## **Annexure E    Obligations relating to provision and Quality of Service (QoS)**

### **1.    General Provisions relating to Provisions and QoS**

- 1.1 Subject to coverage obligations and commitments set out in Annexure G, from the Service Launch Date and throughout the term of this License, the Licensee shall comply with the QoS performance obligations that are set forth herein (**QoS Performance Obligations**). The Licensee shall provide a QoS Compliance Report (**QCR**) to the Supreme Council certifying its actual performance in relation to the relevant QoS Performance Obligations in a format that shall be approved by the Supreme Council. The QCR shall be submitted on a quarterly basis beginning six (6) months following the Effective Date. The Supreme Council may at its sole discretion set the start date and recurrence of the QCR.
- 1.2 Failure to meet the Primary QoS Performance Obligations set forth in QoS Obligations Table in section 2 of this Annexure on a repeated basis or in a manner that is significantly disruptive to Qualifying Persons may result in the imposition of fines or penalties, in accordance with the Applicable Regulatory Framework. In evaluating the Licensee's compliance with its QoS obligations, the Supreme Council may, at its sole discretion, consider any convincing evidence of serious and not reasonably foreseeable circumstances beyond the Licensee's control which may have impeded the Licensee's ability to comply with such obligations.
- 1.3 In accordance with the Applicable Regulatory Framework, the Supreme Council may also require the Licensee to provide refunds to Qualifying Person(s) as a means of providing reasonable compensation for the Licensee's failure to comply with its QoS Performance Obligations. The amount of the compensation shall take into account the severity, impact and duration of the Licensee's failure to meet its QoS Performance Obligations.
- 1.4 With respect to the verification of the Licensee's compliance with any or all of the QoS obligations, the Supreme Council may, at any time and at its sole discretion, require the Licensee to:
  - 1.4.1 Carry out, at its cost and expense, sample testing and to deliver a report in accordance with the written instructions on the Supreme Council; and
  - 1.4.2 Submit to a sample testing or a full audit carried out, at the cost and expense of the Supreme Council, by a Person designated by the Supreme Council.
- 1.5 The Supreme Council may publish on its website, in a manner that enables remote access to the public, free of charge, the results of the Licensee's compliance with the QoS obligations in full or in summary form, including in a comparison with other service providers and international benchmarks. However, the Supreme Council shall not publish results of the Licensee's compliance with the Primary QoS Performance Obligations relating to the first year following the Effective Date.
- 1.6 The Licensee shall comply with any rules, regulations, or decisions that the Supreme Council may issue in relation to the QoS obligations and the related reporting requirements.



- 1.7 If the Licensee notifies the Supreme Council that the Licensee has failed to comply with one or more of its QoS obligations, or if the Supreme Council determines based on its own investigation and following consultation with the Licensee, that there has been a failure to comply with the same, the Licensee has one (1) month in which to bring its operations into compliance. Failure to comply with QoS Performance Obligations within this timeframe shall be deemed as a breach of License and may result in penalties and/or sanctions being imposed on the Licensee.
- 1.8 The Licensee shall negotiate QoS parameters, in addition to the QoS Obligation parameters contained in section 2 of this Annexure, in agreements with Qualifying Person(s) sufficient to satisfy the needs of the Qualifying Person(s) and incorporate these agreed QoS parameters in the Reference Offer set forth in Annexure F section 4 of this license.

## 2. QoS Obligations

Subject to access to the relevant infrastructure, the table below lists the service levels Q.NBN will offer to the Qualifying Persons:

| Parameter                   | Measure and measurement method                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Minimum QoS obligation                                                                   |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Service Supply Time (SST)   | Percentage of end to end connections (which excludes the in-building connection at a customer's premise for PON) achieved within 10 working days of receipt of a valid order or by the date agreed with the customer for point to point connections.                                                                                                                                                                                                                                                                                                                                                                                           | 90%                                                                                      |
| Mean Time to Restore (MTTR) | <p>Average time to restore service for all affected connections in all fault incidents, within a specific service measured from the time each fault is reported till all the service restored.</p> <p>The MTTR is calculated as follows: <math>\Sigma X / Y</math></p> <p>Where:</p> <p>X = time taken to restore fault incidents for each connection of a specific service during a quarter</p> <p>Y= total number of affected connections in the same period.</p> <p>This excludes fault incidents where the Licensee is prevented or restricted from restoring the service owing to matters that are not within the Licensee's control.</p> | <p>Point to Point: <math>\leq 24</math> hours</p> <p>PON: <math>\leq 48</math> hours</p> |
| Service Availability (SA)   | <p>The sum of all hours (or portion thereof) for which a specific connection is available. This excludes fault incidents where the Licensee is prevented or restricted from restoring the service owing to matters that are not within the Licensee's responsibilities</p> <p><math>\{(A - B) / A\} * 100</math></p> <p>Where:</p> <p>A= hours for the month</p> <p>B= total service outage time for the affected</p>                                                                                                                                                                                                                          | $\geq 99.8\%$                                                                            |



|                                            |                                                                                                                                                                                                                                                                          |                               |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
|                                            | connection in the same month (in hours).                                                                                                                                                                                                                                 |                               |
| Billing Complaints (BC)                    | Number of billing complaints received (each instance of a complaint being counted) divided by the corresponding number of total bills issued.<br><br>A billing complaint should not be confused with a billing query (a request for information) or with a fault report. | $\leq 5\%$ of invoices issued |
| Time to Resolve Billing Complaints (TTRBC) | The proportion of billing complaints resolved within 20 business days                                                                                                                                                                                                    | $\geq 95\%$                   |
|                                            | The proportion of billing complaints resolved within 30 business days                                                                                                                                                                                                    | $\geq 99\%$                   |

### 3. Rebate Claims

- 3.1 A Qualifying Person is entitled to rebates in the event that the Licensee fails to achieve performance against SLAs. The conditions giving rise to a rebate and the amount of such rebate shall be in line with industry standards and shall be set forth in the Reference Offer and/or in the agreement with the Qualifying Persons.





## **Annexure F Access and Wholesale Services**

### **1. Negotiation Procedures for Access Agreements**

- 1.1 These procedures shall apply to any request for access (Request) that is submitted to the Licensee (Access Provider) by a Qualifying Person (Access Seeker). This includes (but is not limited to) Requests involving networks, facilities, or related services that fall within a relevant market.
- 1.2 At the time a Access Seeker submits a Request to the Access Provider, the Access Seeker and the Access Provider (both parties) will deliver a complete copy of the Request to the Supreme Council.
- 1.3 Within three (3) business days of receiving a Request from an Access Seeker, the Access Provider will send a written acknowledgement to the requesting Access Seeker and will propose a date, time and place for the parties to conduct an initial negotiation meeting.
  - 1.3.1 Unless both parties agree otherwise, the meeting will take place no later than ten (10) days after the day on which the Access Provider receives the Request.
  - 1.3.2 At the time the Access Provider sends the acknowledgment to the Access Seeker, the Access Provider will submit a proposed non-disclosure agreement. Such non-disclosure agreement shall not exclude the disclosure of any information to the Supreme Council.
- 1.4 Within five (5) business days of receiving a written order from the Supreme Council seeking disclosure of information relating to the negotiations, the Access Provider will deliver the requested information to the Supreme Council. The Access Provider will provide a copy of such information to the Access Seeker, if expressly requested to do so by the Supreme Council.
- 1.5 The Access Provider and the Access Seeker shall negotiate in good faith and exercise best efforts to reach a commercial agreement with respect to the Request. If a commercial agreement is reached, the Access Provider and the Access Seeker shall cooperate fully with the Access Seeker and exercise best efforts to perform their respective obligations under the agreement.
- 1.6 Within five (5) business days following the execution of an access agreement, the Access Provider shall file a duly executed copy of the agreement with the Supreme Council.
- 1.7 If the parties do not reach an agreement within sixty (60) days of the delivery of a Request by the Access Seeker, either party may request the Supreme Council to establish the price, terms and conditions on which the infrastructure access, facilities or related services shall be provided. If the Supreme Council determines that a Request is justified, in whole or in part in accordance with the Applicable Regulatory Framework, it may set prices based on actual costs, international benchmarks and or other appropriate cost methodology.
- 1.8 If the Supreme Council decides to intervene upon a Request made pursuant to the provisions of Section 1.7 of this Annexure, the Access Provider and the Access Seeker shall provide the Supreme Council with all reasonable assistance and shall comply with the Supreme Council's determination of the price and any other terms and conditions.





which have been agreed by the parties or stipulated by the Supreme Council.

- 1.9 Nothing in this Annexure shall prevent the Access Provider from submitting a Request to the Supreme Council to determine any terms or conditions of access that cannot be reached by commercial agreement following negotiations in good faith and best efforts to reach agreement.

## **2 Substantive Requirements of an Access Agreement**

- 2.1 An access agreement shall contain at least the following information and any other provisions required by the Applicable Regulatory Framework:
- a) the type of equipment that will be used to access the Authorised Networks, and related technical arrangements.
  - b) specific description of the physical location and implementation of the connected network termination points of the connected networks;
  - c) the capacity required by the requesting Access Seeker and the commitments of the other party to the access agreement to provide this capacity;
  - d) dates, time periods, and deadline for establishing access;
  - e) testing arrangements and protocols;
  - f) relevant technical norms and regulations, will be used at the connected network;
  - g) any special provisions in addition to the ones specified in Annexure E section 2 of this license required to maintain acceptable Quality of Service (QoS);
  - h) measures for the protection of the infrastructure and connected networks from damage or harm, and for ensuring network safety;
  - i) additional cost components of the Access Provider, or of the Access Seeker, associated with the establishment of the agreed connected network termination points for access;
  - j) access prices and other terms and conditions;
  - k) the procedures for infrastructure management; and
  - l) the effective period of the access agreement; procedures for amendment, renewal, suspension and termination thereof.

## **3 Access Disputes**

- 3.1 The Access Provider will seek to resolve all disputes regarding the implementation of any access agreement through good faith negotiations.
- 3.2 If the parties are unable to do so, all disputes will be resolved pursuant to the relevant provisions of the Applicable Regulatory Framework.
- 3.3 Regardless of the time specified in Section 1.7, where the Access Provider has been unable to agree on the resolution of an access dispute following good faith negotiations and reasonable efforts to reach an amicable settlement, the Access Provider or any other party to such dispute may apply to the Supreme Council for assistance in resolving the dispute. In response to any such request, the Supreme Council may:

- 3.3.1 assign members of its staff or an expert consultant to attempt to mediate the



dispute;

3.3.2 issue a decision to resolve the dispute, which order shall be enforceable immediately;

3.3.3 or take such other action it deems appropriate.

#### **4 Reference Offers**

4.1 In the event the Supreme Council imposes a requirement upon DSPs to file Reference Offers ("RO"), the Licensee shall submit a Reference Offer ("**RO**") the Supreme Council for its review within a time frame to be stipulated by the Supreme Council. Nothing herein, shall prevent the Licensee, on its own initiative, from filing a RO.

4.2 The RO shall reflect no less favorable terms or conditions than those contained in any relevant interconnection or access agreement then in effect to which the Licensee is party and shall comply with pertinent decisions of the Supreme Council and the Applicable Regulatory Framework.

4.3 The Supreme Council will decide on the procedures and timetable for review and implementation of the RO depending on the circumstances, including industry or public consultations in respect of the RO. The Supreme Council will issue a decision to approve, modify or reject the RO or parts thereof. The RO is not effective until approved by the Supreme Council and shall comply with any requirements specified by the Supreme Council, including but not limited to stipulations relating to price, service quality or technical aspects.

4.4 The RO shall:

- a) be clearly written and organized in a logical and consistent manner;
- b) be modular, allowing an Access Seeker to purchase only those Authorised Services that it wants to obtain; and
- c) be sufficiently detailed to enable an Access Seeker that is willing to accept its prices, terms and conditions to obtain access services without having to engage in substantive negotiations with the Licensee.

4.5 The RO shall contain at least the information specified in Section 2.1 of this Annexure, as applicable. In addition, the RO shall include any other material, information or data specified by the Supreme Council at the time of imposing the RO on the Licensee as referred to in Section 4.1 of this Annexure, as well as the following:

- a) a list and description of the access services offered;
- b) information regarding the availability of services – including the address of each Central Office, the geographical boundaries of the area served by each Central Office and the procedures that the Licensee will use to notify the requesting licensee in the event any interconnection and/or access service ceases to become available at any location;
- c) a description of the QoS that the Licensee will provide – including the means by which quality of service will be measured, the timeframe within which any short-comings will be corrected and the amount and manner in which the requesting licensee will be compensated for any failure by the Licensee to meet the quality of service standards;



- d) a description of any operational and technical requirements that the requesting party shall comply with to avoid harm to the Licensee's networks;
- e) a description of any restriction or condition that the Licensee intends to impose on the terms of the offer contained in the RO – including any situations in which capacity, technical or operational constraints will limit the ability of the Licensee to meet requests for access services, and any situation in which a Licensee will not offer (or will limit or condition an offer of) interconnection and/or access to an Access Seeker;
- f) a description of the means by which an Access Seeker can order currently available interconnection and/or access services – including the contact Person, the expected number of days from order to provisioning, the means by which provisioning will be monitored (including quality of service testing procedures), the procedures for reporting operational and technical problems, the procedures and timeframes for correcting any such problems, and the amount and means by which the Licensee will compensate the requesting licensee for any unreasonable provisioning delays;
- g) a statement of the terms on which the Licensee will protect confidential information provided by the requesting licensee, and the terms on which the Licensee requires the requesting party to protect its confidential information, in connection with any access agreement – including a description of the standards to be used to determine whether information is confidential;
- h) a provision stating that, where the parties are unable to resolve disputes through negotiation within a reasonable period of time, either party may refer disputes regarding interconnection and/or access arising from the implementation of the RO to the Supreme Council for resolution; and
- i) a provision stating that the Licensee will obtain the Supreme Council's written approval before unilaterally suspending or terminating the interconnection and/or access agreement.

## **5 Publication of access information**

- 5.1 ictQATAR may require the Licensee to submit a non-confidential, non-discriminatory version of its access offering or agreement for the purpose of publication.
- 5.2 The confidentiality of any information to be published by ictQATAR will be decided at the sole discretion of ictQATAR.



## **Annexure G Completion Deadlines, Coverage Obligations and Rollout Obligations**

### **1. Substantive Requirements**

- 1.1 The Licensee shall offer its Mandatory Services, in any zone in which it will have coverage in accordance with the Network Rollout Plan specified in section 2 of this Annexure.
- 1.2 The Licensee shall comply with the Completion Deadlines, Coverage Obligations and Rollout Obligations set forth in section 2 of this Annexure.
- 1.3 The Licensee shall submit a detailed written status report to the Supreme Council semi-annually beginning six (6) months after the Effective Date or as determined by the Supreme Council in its sole discretion. The status report shall document the Licensee's progress in meeting the Completion Deadlines, Coverage Obligations and Rollout Obligations and shall be submitted in a format and in a level of detail approved by the Supreme Council.
- 1.4 No later than one (1) month following each Completion Deadline prescribed for each relevant Coverage Obligation and Rollout Obligation, the Licensee shall certify to the Supreme Council that the relevant Coverage Obligation and Rollout Obligation have been met in full. The Licensee shall support its certification to the Supreme Council with sufficiently detailed network plans and support data, including statistics and calculations showing the proportion of premises covered in relevant areas. The Licensee shall, provide independent verification that the relevant Coverage Obligation and Rollout Obligation have been met and shall provide a copy of the resolution of the Board of Directors of the Licensee approving and adopting the certification.
- 1.5 The Licensee shall respond promptly and fully to any requests for information made by the Supreme Council relating to Licensee's Completion Deadlines, Coverage Obligations and Rollout Obligations.
- 1.6 The Supreme Council may, in its sole discretion, undertake an independent audit of the Licensee's performance with regard to its compliance with the Completion Deadlines, Coverage Obligations and Rollout Obligations at any time following receipt of certification from the Licensee in respect of its fulfilment of the Completion Deadlines, Coverage Obligations and Rollout Obligations, or in the event that the Licensee fails to provide the required certification. The Licensee shall cooperate fully with the Supreme Council and any third party experts that the Supreme Council may commission to undertake such an audit.
- 1.7 Following the deadlines specified in section 2 of this Annexure (Network Rollout Plan) for the Completion Deadlines, Coverage Obligations and Rollout Obligations and throughout the term of this License, the Licensee shall continue to serve the areas that are part of the Coverage Obligations, as applicable, of this Annexure. In the event that the Licensee fails to comply with the relevant Coverage Obligations prescribed in the Network Rollout Plan in section 2 of this Annexure, it shall use all reasonable efforts to fulfil the obligation without further delay.
- 1.8 The Network Rollout Plan in section 2 of this Annexure may be amended upon request to



the Supreme Council in the event of reasonable delays, such as those occasioned by the actions of other approving authorities in providing necessary assistance or consents and for delays caused by Public Telecommunications Licensees in providing access to infrastructure.

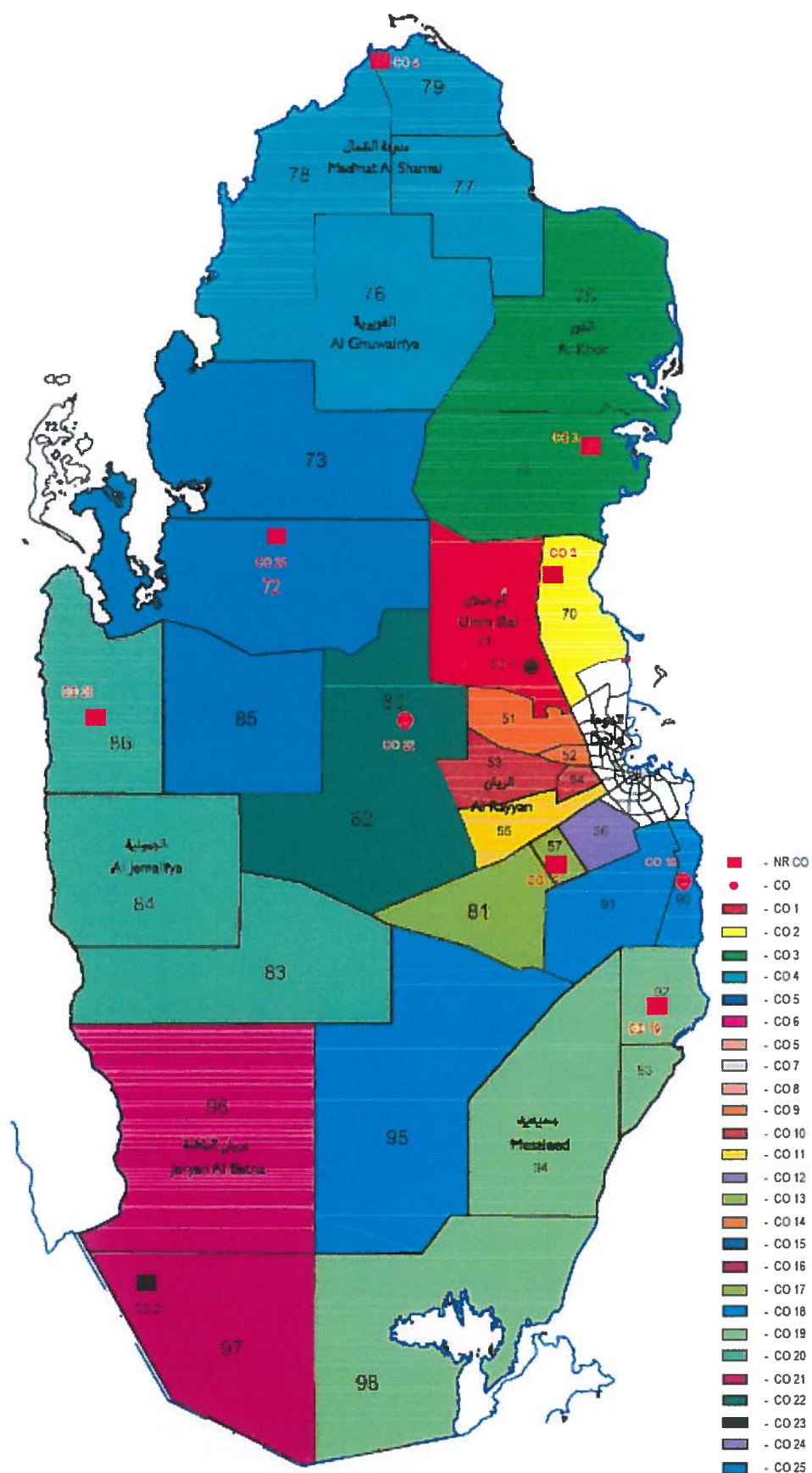
## 2. Network Rollout Plan

| CO Number | CO Name                     | Zones included*                          | Target Rollout Date<br>Effective date +n months |
|-----------|-----------------------------|------------------------------------------|-------------------------------------------------|
| 2         | CO umnm salal Ali 70        | 70                                       | Phase 1:<br>Effective Date + 12 months          |
| 3         | CO Al Khur 74               | 74 , 75                                  |                                                 |
| 5         | CO Lusail 66                | 33 , 65 , 66, 67 , 68 , 69               |                                                 |
| 7         | CO West Bay 63              | 10 , 20 , 60 , 61 , 62 , 63 , 64         |                                                 |
| 8         | CO Ben Mahmoud Nth22        | 1 , 2 , 11 , 12 , 13 , 21 , 22 , 23      |                                                 |
| 9         | CO RAYAN 51                 | 51 , 52                                  |                                                 |
| 10        | CO Rayan 53                 | 53 , 54                                  |                                                 |
| 13        | CO Industrial Area 57       | 57 , 81                                  |                                                 |
| 18        | CO ALWAKRA 90               | 90 , 91 , 95                             |                                                 |
| 19        | CO Messaid 92               | 92 , 93 , 94 , 98                        |                                                 |
| 20        | CO Dukhan 86                | 83 , 84 , 86                             |                                                 |
| 21        | CO Bousamra 97              | 96 , 97                                  |                                                 |
| 22        | CO Ash-Shihaniya 80         | 80 , 82                                  |                                                 |
| 1         | CO Al Khuraytiat 71         | 71                                       | Phase 2:<br>Effective Date + 24 months          |
| 4         | CO Madinat Ashamal 79       | 76 , 77 , 78 , 79                        |                                                 |
| 11        | CO Rayan 55                 | 55                                       |                                                 |
| 14        | CO AL SALATA 40             | 24 , 40 , 43 , 44                        |                                                 |
| 15        | CO Mansoura 25              | 15 , 25 , 26 , 41 , 42                   |                                                 |
| 16        | CO Um Ghuwalina 27          | 6 , 7 , 16 , 17 , 18 , 19 , 27 , 28 , 29 |                                                 |
| 24        | CO Doha 14                  | 3 , 4 , 5 , 14                           |                                                 |
| 6         | CO Madinat Khalifa North 32 | 30 , 31 , 32 , 34 , 35 , 37              | Phase 3:<br>Effective Date + 36 months          |
| 12        | CO AIN KHALID 56            | 56                                       |                                                 |
| 17        | CO Old Airport 45           | 45 , 46 , 47 , 48 , 49                   |                                                 |
| 23        | CO Sadd 38                  | 36 , 38 , 39                             |                                                 |
| 25        | Al Jumayliyah 72            | 72 , 73 , 85                             |                                                 |

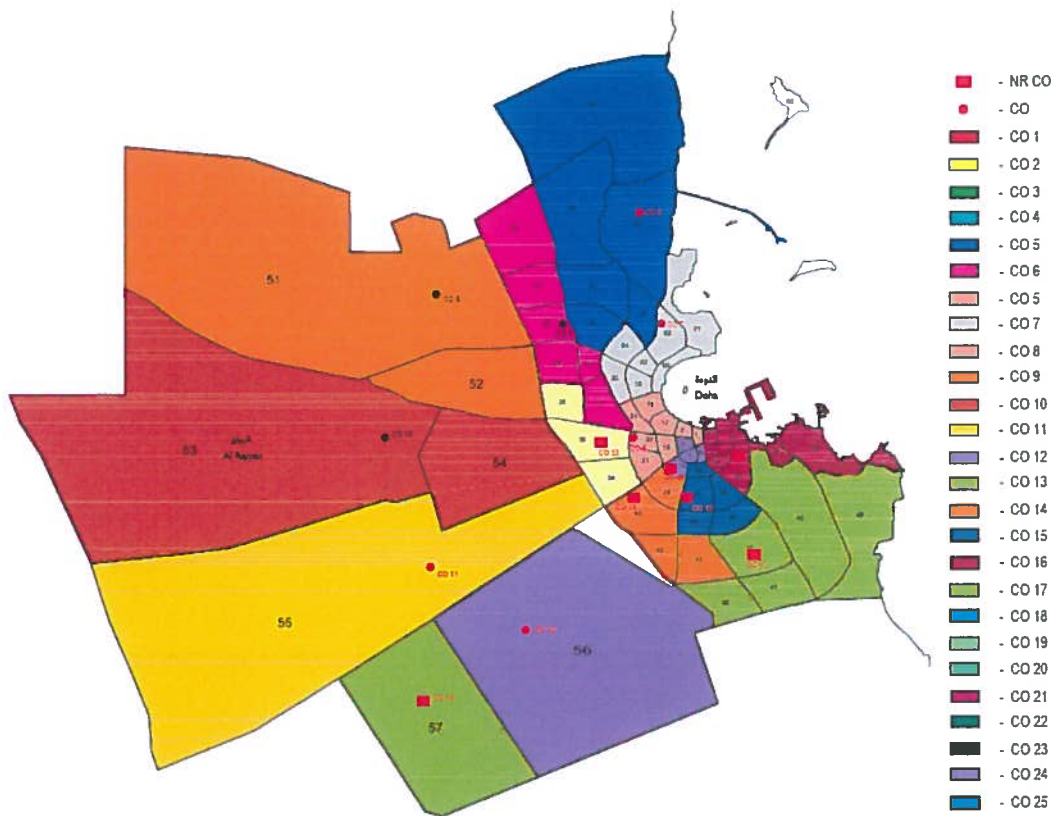
\* The Municipal Zone Number is as per the Administrative Map issued by the Land Information Center, Planning Department, MMAA, State of Qatar for the year of 2012.











## Annexure H Fees and Contributions

### 1. General Provisions Relating to Fees

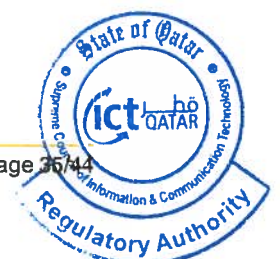
- 1.1 The Licensee shall duly and timely meet any obligations relating to the fees and contributions specified in this License, including this Annexure H, and as required by the Applicable Regulatory Framework.
- 1.2 The amounts of any fees to be paid by the Licensee hereunder are, for the avoidance of doubt, stated exclusive of any tax which may be payable under applicable laws and regulation.
- 1.3 Unless otherwise provided by the Applicable Regulatory Framework, all fees identified in any radio spectrum licenses relating to this License shall be due and payable annually in advance, and all fees identified in Sections 2 and 3 of this Annexure shall be due and payable annually in arrears, in each case in relation to the Calendar Year (or part thereof) to which the fees apply. With respect to the License Fee and the Industry Fee, as set forth in Sections 2 and 3 of this Annexure, the Licensee shall calculate the payment due based on the best information available to the Licensee, including its unaudited accounts, in respect of the applicable Revenues, interconnection and access charges, and allowable operating expenses for the Calendar Year in question (the **Provisional Fee Payment**). The Licensee shall remit the Provisional Fee Payment to the Supreme Council no later than the first March of each Calendar Year. The Licensee shall notify the Supreme Council of the difference, if any, between the Provisional Fee Payment and the amount due based on the Licensee's audited financial statements (the **True-Up Calculation**) within thirty (30) days of the formal approval of same by the duly authorized corporate body, and the Licensee shall furnish a copy of its approved financial statements to the Supreme Council. If the True-Up Calculation is approved by the Supreme Council, the Licensee shall make or receive payment of the difference, as the case may be, within thirty (30) days of the date on which the True-Up Calculation is approved by the Supreme Council. If the True-Up Calculation is not approved, the Licensee shall cooperate fully with the Supreme Council to substantiate its calculations and shall correct or revise its calculations if it is instructed to do so by the Supreme Council.
- 1.4 Following a public consultation process and at least ninety (90) days' notice (which may include a portion or all of the consultation period), the Supreme Council may change the method or timing of the payment of fees, and it shall notify the Licensee in writing through the issuance of a notice or other means, in advance of any change taking effect. The payment rules and procedures determined by the Supreme Council shall become binding upon and enforceable against the Licensee on the date specified by the Supreme Council in the notice.
- 1.5 The Licensee may be liable for an administrative fee for each day of delay.
- 1.6 The Licensee shall cooperate with the Supreme Council and any auditor that it may select to undertake an attest audit of the Licensee's records of accounts, including the Licensee's audited financial statements, to verify the correct amount of fees paid or due to be paid by the Licensee in accordance with the provisions of this License and the Applicable Regulatory Framework.



- 1.7 If the License is surrendered or revoked, no refund of fees or any amount paid under the terms of this License or provided for in any relevant provision of the Applicable Regulatory Framework will be made, except where the Supreme Council consents to a refund in whole or in part, at its sole discretion.
- 1.8 Repeated failure by the Licensee to pay the required license fees on a timely basis, including any related spectrum license fees, shall be grounds for the revocation of this License.
- 1.9 The Licensee shall promptly notify the Supreme Council of the date on which any other licensed service provider commences, or announces a date to commence, the provision of any authorized Public Telecommunications Service in the State of Qatar.
- 1.10 The Supreme Council may from time to time issue guidelines concerning the classification of items as operational costs or expenses, after consultation with affected Service Providers, as necessary to ensure a uniform approach to the calculation of the License Fee and the Industry Fee. In no event, however, shall the Licensee be authorized to include, directly or indirectly, into the deductible operational costs and expenses any penalties, sanctions or other costs resulting from any decision of the Supreme Council or any other public authority determining that the Licensee has breached its obligations under this License, the Applicable Regulatory Framework or any other relevant law or regulation.

## 2 License Fee

- 2.1 For each Calendar Year (or part thereof) beginning on the Effective Date, the Licensee shall be liable for the payment to the Supreme Council of an annual license fee (the **License Fee**) in an amount equal to a specified percentage of net revenue from activities under this License (the **Specified Percentage**). For this purpose, net revenue shall be calculated as follows: the difference between (i) revenues generated by the Licensee from the provision of the Authorized Telecommunications Services as specified in Annexure B of this License during such Calendar Year (or part thereof), and (ii) the total amount of any interconnection or access charges arising out of or associated with the provision of Authorized Telecommunications Services which the Licensee has actually paid to other service providers in the State of Qatar in each respective Calendar Year (or part thereof), as set forth in the Licensee's audited financial statements (the **Net Revenue**).
- 2.2 The Specified Percentage shall be set by the Supreme Council with a view to covering its regulatory expenses and operating costs from funds received from all licensees required to pay the License Fee, in accordance with the procedures set forth in Section 1.4 of this Annexure. The Specified Percentage shall initially be one (1) percent and may be increased or decreased at the sole discretion of the Supreme Council, to reflect changes in its expenditures or budget, or in the actual or anticipated receipts from the total sum of the License Fees paid by all license holders subject to the payment of such fees.
- 2.3 The License Fee shall be remitted by the Licensee for the benefit of the Supreme Council to the bank account in the name of the Supreme Council held and maintained by Qatar National Bank, or to such other bank account as the Supreme Council may determine in a written notice served to the Licensee no later than two (2) weeks prior to the date on which the License Fee is due and payable.



### 3 The Industry Fee

- 3.1 For each Calendar Year (or part thereof) beginning on the Effective Date, the Licensee shall be liable for the payment of an annual industry fee (the "**Industry Fee**") in an amount equal to 12.5% (twelve-and-one-half percent) of net profit from activities under this License. For this purpose, net profit shall be calculated as follows: the difference between (i) the Net Revenue and (ii) any allowable operating expenses the Licensee has actually incurred in the same Calendar Year that are directly related to its activities under this License, as set forth in the Licensee's audited financial statements (the "**Net Profit**"). The basis for calculating the Industry Fee, including the applicable percentage of Net Profit for which the Licensee is liable, may be revised from time to time at the sole discretion of the Supreme Council, following the procedures set forth in Section 1.4 of this Annexure.
- 3.2 The Industry Fee shall be remitted by the Licensee for the benefit of the Supreme Council to the bank account in the name of the Supreme Council held and maintained by Qatar National Bank, or to such other bank account as the Supreme Council may determine in a written notice served to the Licensee no later than two (2) weeks prior to the date on which the Industry Fee is due and payable.



## **Annexure I Additional Obligations**

### **1. Accounting and Structural Requirements**

#### **1.1 Cost Studies**

When ordered by the Supreme Council, the Licensee will prepare or otherwise participate in a cost study of its telecommunication networks or infrastructure and related services. The Licensee will comply with all requirements contained in the Supreme Council's order.

#### **1.2 Independent Auditor**

When ordered by the Supreme Council, the Licensee will retain, at its own expense, a qualified independent auditor deemed satisfactory by the Supreme Council.

#### **1.3 Accounting Procedures**

1.3.1 If directed to do so by the Supreme Council, the Licensee shall adopt and implement a cost accounting system that will enable the Supreme Council to verify that, except where the Supreme Council has provided otherwise, the charge for telecommunications networks and related services provided by the Licensee is cost-oriented. The Licensee will disclose the main categories under which costs are grouped and the rules used for the allocation of costs to each service category. The Licensee will implement this requirement in four stages in accordance with the following maximum deadlines or as otherwise directed by the Supreme Council:

- (a) Within 6 months of an order issued by the Supreme Council, the Licensee will provide to the Supreme Council a written status report regarding planning for the cost accounting system.
- (b) Within 12 months of an order issued by the Supreme Council, the Licensee will complete all planning regarding the cost accounting system, and will submit to the Supreme Council for its review and approval a complete description of the proposed cost accounting system.
- (c) Within 18 months of an order being issued by the Supreme Council, the Licensee will provide to the Supreme Council a written status report regarding implementation of the cost accounting system.
- (d) Within 24 months of an order being issued by the Supreme Council, the Licensee will fully implement the cost accounting system in the form approved by the Supreme Council.

1.3.2 The Licensee will make any changes to the cost accounting system methodology that the Supreme Council may require.

1.3.3 The Licensee will direct its independent auditor to conduct an audit, not less than once per year, and to render an opinion, a copy of which shall be promptly delivered to the Supreme Council, as to whether the service provider has complied with the methodology approved by the Supreme Council.

#### **1.4 Accounting Separation Requirements**

1.4.1 If ordered by the Supreme Council, the Licensee will adopt accounting separation



procedures that will include the following:

- (a) establishing separate accounts for each service category specified by the Supreme Council;
- (b) where feasible, allocating costs, revenues and assets directly to the appropriate service category;
- (c) allocating joint costs, joint revenues, and jointly used assets to the appropriate service category using the allocation methodology specified by the Supreme Council; and
- (d) recording the transfer of assets from one service category to another service category using the methodology specified by the Supreme Council.

1.4.2 If the Supreme Council directs the Licensee to adopt accounting separation procedures, the Licensee will direct its independent auditor to conduct an attest audit, not less than once per year, and to render an opinion, a copy of which shall be promptly delivered to the Supreme Council, as to whether the Licensee has complied with the methodology specified by the Supreme Council.

## **2. Disclosure of Network Technical Information**

### **2.1 Initial Disclosure**

2.1.1 If requested by the Supreme Council, the Licensee will disclose by publication on its external website technical specifications and other information about the Licensee's telecommunications infrastructure, facilities or services which are required by;

- (a) end users to connect terminal equipment to the infrastructure; or
- (b) other service providers to provide telecommunications services.

2.1.2 The information will be sufficiently detailed to enable deployment of equipment and services that can connect to and/or interoperate with the Licensee's infrastructure.

### **2.2 Advanced Disclosure of Network Changes**

2.2.1 At least six months prior to implementing any change in the technical specifications in its infrastructure, The Licensee will disclose by publication on its external website any technical specifications or other information regarding the change that is required by:

- (a) end users to connect terminal equipment to the infrastructure; or
- (b) other service providers to provide telecommunications services.

2.2.2 The information will be sufficiently detailed to enable deployment of equipment and services that can connect to and/or interoperate with the Licensee's infrastructure.





### **3. Abuse of its position**

#### **3.1 General Prohibition**

The Licensee will not take any action that has, or is likely to have, the effect of substantially lessening competition in any public telecommunications service market in the State of Qatar. The Licensee will respond promptly to any inquiry from the Supreme Council regarding conduct the Supreme Council determines may violate this prohibition, and will promptly cease any such conduct when directed to do so by the Supreme Council.

#### **3.2 Exclusionary Conduct**

Absent an objective business justification, the Licensee will not enter any agreement, enforce the provision of any existing agreement, or take any action that denies or substantially restricts the ability of another Licensee to access facilities or use services that are necessary to provide public telecommunications services in the State of Qatar or between Qatar and any location outside of Qatar.

#### **3.3 Tying**

The Licensee will not require a Qualifying Person that wants to purchase access to specific infrastructure, as a condition for purchasing access, to also purchase or otherwise pay for any other infrastructure, network or network element, facility or service, whether from the Licensee, an affiliate or a third party, except where expressly permitted in advance by the Supreme Council.

#### **3.4 Anti-competitive Discounts**

The Licensee will not offer a significant discount from the price of any telecommunications infrastructure, facility or service, not justified by any objective factor, that has the effect of foreclosing another service provider from a significant portion of any telecommunications market. In particular, the service provider will not offer:

- 3.4.1 loyalty discounts, in which the Licensee offers a discount on the condition that the Qualifying Person not purchase infrastructure, network, network elements, facilities or services from another service provider;
- 3.4.2 volume discounts based on a Qualifying Person's total expenditure, but that are applied only to charges for infrastructure, facilities or services that are subject to effective competition; or
- 3.4.3 selective discounts that are available only to Qualifying Persons that have the greatest ability to switch to alternative suppliers.

#### **3.5 Anti-competitive Refusals to Deal**

Absent a legitimate business justification, the Licensee will not refuse to provide another Licensee with access to any infrastructure, facility or service, system or information that the other service provider requires in order to provide public telecommunications networks or services within the State of Qatar or between Qatar any other location.

#### **3.6 Predatory Pricing**

The Licensee will not provide telecommunications networks, network elements, facilities or services at a price that is less than average variable cost or any other cost standard specified by the Supreme Council.



### 3.7 Cross-subsidisation

Unless approved by the Supreme Council, the Licensee will not use revenues from the provision of telecommunications networks, network elements, facilities or services that are not subject to effective competition, or transfer a part of the cost of a telecommunications network, network element, facility or service, to cross-subsidise the price of any telecommunications network, network element, facilities or related services that are subject to effective competition.

### 3.8 Price Squeezing

The Licensee will not provide telecommunications networks, network elements, facilities or services, that another service provider requires in order to provide a retail telecommunications service at a price that is so high that an efficient service provider could not profitably sell its retail telecommunications service. In particular, the Licensee may not offer a wholesale telecommunications service at a price that exceeds the price for an equivalent retail telecommunications service, unless the service provider provides justification to, and receives written authorization from, the Supreme Council.

### 3.9 Predatory Network Alteration

The Licensee shall not alter the existing technical specifications of its infrastructure, or adopt new technical specifications, if this imposes significant costs on another service provider, or degrades the operation of another service provider's network, absent a legitimate business, operational or technical justification.



## Annexure J [Intentionally omitted]



## **Annexure K    Secured Obligations and performance bonds**

### **1.    Form and content of performance bonds to guarantee License Obligations**

- 1.1 The Licensee shall , as a condition for the grant of this License, produce and file performance bonds payable to the Supreme Council for the purpose of guaranteeing the Licensee's fulfillment of its Secured Obligations under this License. The value of each of the performance bonds and the relevant Secured Obligation is specified in Table A, of this Annexure.

The value of any additional Performance Bonds shall be stipulated by order of the Supreme Council in cases where it determines that a surety is necessary to guarantee the performance of a material obligation by the Licensee.

- 1.2 The Licensee shall comply with clause 1.1 within three months (3) from the Effective Date of the licence, failing which the Licensee shall be in breach of this licence.
- 1.3 The performance bonds shall each be in the form of a bank guarantee and shall provide for an unconditional and irrevocable undertaking on the part of the issuing financial institution to pay the amount stipulated as surety by this License for the secured obligation in question. The issuing financial institution selected by the Licensee shall be approved in advance by the Supreme Council.
- 1.4 Each component of a bond that guarantees the Licensee's obligation to fulfill its Secured Obligations shall remain in force for a period of nine (9) months following the respective completion deadline for the Secured Obligation in question, unless the Supreme Council notifies the issuing financial institution in writing that the respective component of the Bond, or any part of such component, may be cancelled following the Licensee's fulfillment of the corresponding Secured Obligation. The term of the Bond shall be extended automatically in respect of a particular component if (a) there is a dispute with respect to the Licensee's compliance with the relevant Secured Obligation pertaining to it, and (b) the Supreme Council determines that additional time is required to resolve such dispute in accordance with the procedures set forth in Section 2 of this Annexure, and (c) the Supreme Council notifies the issuing financial institution of such extension prior to the expiry of the Bond in respect of such component.
- 1.5 The Licensee shall procure that the issuing financial institution shall undertake, irrevocably and unconditionally, to pay to the Supreme Council the full value of the relevant component of the Bond pertaining to a specific Secured Obligation on demand if and when the Supreme Council provides such institution with written notice confirming that the conditions for payment have been met. Such notice shall be delivered by the Supreme Council to the issuing financial institution prior to the expiry of the relevant component of the Bond, including any extensions thereto that may be notified by the Supreme Council in accordance with Section 1.3 of this Annexure.
- 1.6 The terms of the Bond shall make clear that the issuing financial institution's obligation to pay shall not be excused for any reason, including but not limited to any dispute regarding the Licensee's performance under the License, external factors allegedly affecting performance under the License, or any alleged act or omission by the Supreme Council or any third party.
- 1.7 Any dispute concerning the Bond or the Licensee's compliance with a Secured Obligation shall be resolved exclusively in accordance with the procedures set forth in



Section 2 of this Annexure.

- 1.8 If the Supreme Council determines that a specific Secured Obligation has been achieved by the Licensee, the Supreme Council will provide written authorization to the Licensee to cancel the relevant component of a Bond as soon as possible after certification of compliance is provided by the Licensee in accordance with relevant provisions of this License and verified and accepted by the Supreme Council.
2. **Procedures for resolving disputes over fulfillment of the Licensee's obligations under a performance bond**
  - 2.1 The Licensee shall comply with the certification and verification procedures that are established by this License for each Secured Obligation.
  - 2.2 If the Supreme Council, in its sole discretion, determines that the Licensee has failed to fulfill a Secured Obligation, the Supreme Council will issue a Notice of Probable Default ("**Notice**") which details the reasons for its proposed determination. The Notice will be delivered to the Licensee by courier and a non-confidential version of the Notice shall be published on the official website of the Supreme Council no later than fifteen (15) days thereafter unless the Licensee has by that date complied in full with the Secured Obligation in question.
  - 2.3 The Supreme Council shall allow the Licensee and members of the public a minimum of thirty (30) days from the date of publication of the Notice in which to submit responsive comments.
  - 2.4 The Supreme Council shall consider the responses received, including convincing evidence of any serious and not reasonably foreseeable circumstances beyond the Licensee's control which may have impeded the Licensee's ability to comply with the Secured Obligations. After due consideration of the responses received, the Supreme Council may:
    - (a) issue an order requiring immediate payment of the relevant component of a Bond if the Licensee admits failure to meet the corresponding Secured Obligation and does not allege any mitigating circumstances; or
    - (b) upon request of the Licensee, extend the time for compliance and the term of the relevant component of the Bond for a reasonable period if, in its sole discretion, the Supreme Council determines that there are material mitigating circumstances justifying the same; or
    - (c) appoint an independent expert, selected at the sole discretion of the Supreme Council after consultation with the Licensee, to investigate and provide an opinion on whether the Licensee has met or failed to comply with a Secured Obligation, and/or whether any material mitigating circumstances exist which the Supreme Council may wish to consider in making a final determination. The international expert shall have no other relationship with the State of Qatar or the Licensee (or any previous relationship with same during the previous three (3) year period, and shall be recognized internationally as having expertise directly relevant to evaluating compliance with the Secured Obligation in question.
  - 2.5 If the Supreme Council decides to request the advice of an independent international expert pursuant to Section 2.4(c) of this Annexure, the Supreme Council shall stipulate the procedures by which Licensee shall communicate its views and any relevant data to



the international expert, as well as the timetable within which the international expert shall submit a final recommendation.

- 2.6 The expert's recommendation shall be submitted to the Supreme Council and the Licensee in writing in accordance with the procedures established by the Supreme Council, and a non-confidential summary of the recommendation shall be published on the Supreme Council's official website within two (2) weeks of its submission to the Supreme Council and the Licensee.
- 2.7 Fees and expenses payable to the expert shall be paid by the Supreme Council. If the expert concludes that the Licensee has failed to comply with the Secured Obligation and that there are no material mitigating circumstances that would justify mitigation, the Licensee shall reimburse the Supreme Council for all fees and expenses paid to the expert by the Supreme Council within thirty (30) days of the Licensee's receipt of a request for payment by the Supreme Council.
- 2.8 After considering the conclusions of the expert, the Supreme Council shall, in its sole discretion, decide whether: (a) to issue an order demanding payment of the relevant component of the Bond in whole or in part (b) to extend the time for compliance with the Secured Obligation in question and, if necessary, the term of the relevant component of the Bond, or (c) to conclude that the Licensee has complied with the specific Secured Obligation and to cancel the relevant component of the Bond pertaining to it. The Supreme Council's decision shall be supported by a reasoned justification and shall be final and binding.

### 3. Bond amounts:

- 3.1 The Licensee has provided to the Supreme Council performance bonds with the values as specified below in Table A to this Annexure.

**Table A – Secured Obligations with the relevant performance bonds**

| Coverage Milestone                                                       | Phase 1<br>Effective Date + 12<br>months | Phase 2<br>Effective Date + 24<br>months | Phase 3 (rest of Qatar)<br>Effective Date + 36<br>months |
|--------------------------------------------------------------------------|------------------------------------------|------------------------------------------|----------------------------------------------------------|
| Secured Obligation for which<br>performance bonds have to<br>be supplied | QAR 5 million                            | QAR 7 million                            | QAR 10 million                                           |
| License cross-reference                                                  | Annexure G, section 2                    | Annexure G, section 2                    | Annexure G, section 2                                    |

\*\*\*\* End of License \*\*\*\*

