ORDER OF THE COMMUNICATIONS REGULATORY AUTHORITY: APPROVAL OF OOREDOO Q.S.C. REFERENCE INFRASTRUCTURE ACCESS OFFER

25 November 2015

CRA 2015/11/25
25 November 2015

This Order is issued to Ooredoo Q.S.C. (**Ooredoo**) holder of public fixed and mobile telecommunications networks and services Individual License pursuant to Section 25 of the Telecommunications Law Decree No.34 of 2006 (**Telecommunications Law**).

Background

In accordance with Section 25 of the Telecommunications Law, and the authorities set forth below, Ooredoo is required by the Communications Regulatory Authority (CRA,, or in the following: the Authority) to develop a Reference Infrastructure Access Offer (**RIAO or RPO**) as part of its obligation as a Dominant Service Provider in Market 10.

Ooredoo and Qnbn have signed an existing Infrastructure Access Agreement (IAA) that has been in place since April 2012. This agreement has demonstrated weaknesses that lead QNBN raising a formal dispute against Ooredoo as per the dispute resolution process set by the Telecom Law.

Whilst instructing the dispute and trying to solve the issues at stake it became obvious to the Authority that the IAA was not addressing all the needs of the market in terms of access to ducts owned or controlled by Ooredoo.

Despite the decision of the Authority dated 7 Jan. 2014 (ICRA2014/01/07), confirmed in all points by the Advisory Appeal Committee decision dated 12 February 2014, access to Ooredoo's ducts remained a concern.

On 12 June 2013, ictQATAR (now CRA) issued a consultation on the Guideline Document for Reference Offers and the main bodies of the Reference Infrastructure Access Offer or Reference Passive Offer (RIAO or RPO)[1]. The consultation was limited to the main body and did not include the Annexes. In July 2013, Ooredoo, Qnbn and Vodafone submitted their responses to the consultation on RPO.

On 17 December 2013, the Authority issued a second consultation on the Main Body of the RPO (ICTRA 2013/12/17), updated according to the responses of the SPs. The Authority also issued a response document.

[1] Together with the RPO, the Reference Interconnection Offer (RIO) and Reference Transmission Offer (RTO) were consulted on

On 13 March 2014[2], Ooredoo, Qnbn and Vodafone submitted their responses to that consultation on the RPO. In its response, Ooredoo claimed that the Regulatory Authority's approach was procedurally flawed. According to Ooredoo, the Telecoms Law, the Executive By-Law and Ooredoo's fixed telecoms license do not permit the Authority to unilaterally impose a RPO on Ooredoo. Furthermore, the Executive By-Law and Ooredoo's fixed telecoms license requires Ooredoo to develop its own Reference Offers following the receipt of a formal request from the Authority. Finally, Ooredoo underlined that no such formal request was ever been given to Ooredoo in relation to passive infrastructure access services.

On 25 May 2014, the Authority sent to Ooredoo a formal request to submit its proposed RPO[3] for approval.

On 7 September 2014[4], Ooredoo submitted its proposed RIAO, along with the schedules (or annexes). CRA reviewed and amended the RIAO submitted by Ooredoo.

On 5 February 2015, CRA issued a consultation on Amendments proposed by CRA to the RIAO of Ooredoo (CRA 2015/02/05H).

On 9 April 2015, Ooredoo, Qnbn and Vodafone responses were available to CRA.

On 4 May 2015, through Orders issued to Ooredoo (CRA 2015/05/04), the CRA asked Ooredoo to modify aspects of the RIAO (Main Body and Annexes) to incorporate the specific drafting language in accordance with the marked up version of the RIAO (CRA 2015/05/04A) provided by CRA.

On 26 May 2015, Ooredoo submitted its revised RIAO (Revised RIAO) for final approval. CRA did not find Ooredoo submission fully consistent with requirements included in the above Order.

On 26 June 2015, CRA provided Ooredoo with the amendments to be included in the RIAO.

In the period between the previous consultation and the end of August 2015, CRA had also meetings with other Stakeholders for acquiring information and assessing which additional requirements were needed to improve the IAA.

On 6 September 2015, Ooredoo submitted its amended RIAO.

On 14 September 2015. CRA consulted (cf. CRA 2015/05/14) on a reviewed and amended version of the RIAO of Ooredoo (cf. RIAO Documents, CRA 2015/09/14B), seeking inputs from the SPs on the RIAO as amended by CRA before approving it.

On 14 October 2015, Ooredoo, Qnbn and Vodafone submitted their responses. Ooredoo and Qnbn also provided a Redline version of the RIAO Documents[5].

CRA has now carefully reviewed the responses and Redlines provided by the SPs. The annexed version of the RIAO Documents (CRA 2015/11/25B) now represents the RIAO acceptable and approved by CRA with this Order.

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[2] Original deadline for the responses was 6 February 2014. However, the Authority granted an extension to the SPs given the relevance of the consultation

[3] In July 2014, the Authority also clarified to Ooredoo that Duct products have to be included in the RPO. Furthermore, the Authority specified that Dark Fiber products do not have to be included in the RPO

[4] The original deadline for the submission was 25 August 2014. However, the Authority granted an extension to Ooredoo given the relevance of the RPO

[5] Qnbn have provided the redline only for part of the RIAO documents

LEGAL BASIS FOR THIS ORDER

The following legal provisions, which are not exhaustive, provide a basis for these Orders:

Article 23 of the Telecommunications Law provides that the CRA shall designate entities that, in one or more submarkets, are Dominant Service Providers, because they possess (in such submarkets), Market Power as defined in Article 40 of the Telecommunications Law; Ooredoo was so designated in "Market 10", on 5 March 2014.

Article 25 of the Telecommunications Law provides that the CRA shall determine the rights and obligations of a Dominant Service Provider that include any requirements relating to the contents and publication of an interconnection reference offer and access agreements.

Article 5 of the Telecommunications Law empowers the CRA to issue legal instruments including Orders for the implementation of the provisions of the Decree Law and its Executive By Laws. Article 6 of the Executive By Law for Telecommunications Law 2009 (Executive By Law) confers the same power, specifically in relation to regulating licensed telecommunications service providers.

Article 46 of the Executive By Law empowers CRA to issue regulation, orders or notices to specify interconnection and access terms, conditions and processes, including the types of interconnection and facilities access that shall be provided by one or more Service Providers.

Article 51(2) of the Executive By Law states that every Dominant Service Provider must prepare a reference interconnection offer for approval within the time prescribed by the CRA and must comply with any applicable instructions regarding the form and content of a reference interconnection offer as prescribed by the CRA.

Article 49(A)(2) of the Executive By Law provides that interconnection and access arrangements by Dominant Service Providers shall be in accordance with any applicable reference offer *approved* by the CRA for the Service Provider (emphasis added).

Article 43(2) of the Telecommunications Law requires Dominant Service providers to supply access and interconnection related services on the same terms and conditions as it provides such services and facilities to itself. Article 49(B)(2) of the Executive By Law says essentially the same.

Article 43(5) of the Telecommunications Law prohibits Dominant Service providers from "monopolising the use of scarce facilities or resources or exclusive use with the effect of denying a competing service provider from using such facilities or resources.

Article 15(5) of Emiri Decree (42) of 2014, empowering the CRA to set regulations for interconnection and access.

ORDER

Ooredoo is ordered to incorporate in its RIAO the amendments described below and in Annex.

The RIAO Documents annexed to this Order (cf. Annex 1: CRA 2015/11/25B Main Body and Annexes as modified by CRA after the consultation) already include these amendments.
The justifications and the rational for the amendments is provided with the Response Document also annexed to this Order (cf. Annex 2 CRA 2015/11/25A, Response Document to Consultation issued on 14 September 2015 (CRA 2015/2015/09/14A)).

Main amendments Ooredoo is ordered to implement are stated and commented below:

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i. Scope of the RIAO

Ducts are scarce resources and a relevant bottleneck to reach the end-users. CRA has the scope to prevent exclusive agreements on ducts between property owners and Service Providers.

Accordingly, Ooredoo is obliged to offer access not only to owned ducts but also owned, leased and/or operated by Ooredoo regardless the diameters. Ooredoo previously has acknowledged this by offering duct access under its 2012 IAA commercial terms and conditions.

All kind of ducts shall be included in the product catalogue, including the branching and the lead-in ducts/sub ducts that connect to the End User premises, ducts D54 and D56 including the lead-in ducts/sub ducts that connect the end user premises as well as all types of Joint Boxes and Manholes.

The access may be refused according to the procedures enclosed in the RIAO (i.e. space availability).

The above position is consistent with the Passive Civil Telecommunications Infrastructure Access Regulations (CRA 2015/06/28), where CRA already provided for the definitions above.

ii. Access to D54 and D56 Ducts

According to the definitions above, access to ducts and/or sub-ducts D54 and D56 must be granted according to the general rules set in the RIAO.

CRA understands that space availability within these Ducts may be an issue. However, CRA cannot accept excluding *a priori* these Ducts from the scope of the RIAO. Space availability will have to be assessed on a case-by-case basis according to the rules set in the RIAO.

iii. Access to New Ducts

Ooredoo is of view that it needs not to offer 100% of the capacity of access rights to "new" ducts. Ooredoo defines "new ducts" as those built after the signature of the IAA (2012).

CRA acknowledges that according to clause 3.3 of the IAA, annex 1, Ooredoo "*may claim duct space for its own use up to a maximum of 100% of Usable Capacity*". However, this clause is included in a "commercial" agreement signed by parties, and is not acceptable from a regulatory perspective.

Ooredoo has been designated as DSP in Market 10. The designation includes all ducts, without distinction between "existing" and "new" ducts. Accordingly, the RIAO refers to all ducts, regardless when they have been built or leased by Ooredoo. Any denial of competitive access to such "new" ducts would be a violation of Article 43(5) of the Telecommunications Law.

In any case, from a practical perspective, 100% of usable capacity in new ducts cannot be reserved in advance by Ooredoo, as the required usage of all ducts should be evaluated based on the known usage and future needs, as defined in the RIAO processes and the Access regulation. This will rarely - if ever - mean that 100% of a new duct is required by Ooredoo, except as a result of poor planning threatening the "dig once" principle. All new ducts have modular sizes and are specified with additional capacity headroom above already-known future demands. Therefore, space for the other licensed operators (OLOs) shall always exist.

iv. Access to End-User Premises

Ooredoo refuses to provide access to End-User Premises because these Network Elements are not owned by Ooredoo. According to Ooredoo, the OLO must contact the owner of such Network Elements. Then, if the property owner grants Access, Ooredoo requires the supervision of any work undertaken by the OLO because of Ooredoo's own cables within the Network Elements.

This issue has been litigated already, and settled, in the context of CRA's decision in relation to the Infrastructure Access Agreement (IAA). This Order confirms Ooredoo's obligation to provide access to End-User Premises.

For the avoidance of doubt – because these ducts are leased or managed by Ooredoo – CRA clarifies that OLO is requested to manage any needed arrangements with the property owner to secure the necessary access permit from the property owner. Where an OLO needs to liaise with the property owner directly, Ooredoo shall supply such information that exists to assist with this and to approve the tasks and work at the A end, which is in the exclusively Ooredoo owned part of the access and other work that impinges on Ooredoo equipment – which includes the duct and B end.

Customer-access ducts may be owned by the customer, but, where Ooredoo is using such ducts, this does not absolve Ooredoo from the obligation to supply information on the ducts and Ooredoo cables, etc. to enable access to be delivered. Deletion of all tasks relating to these ducts is not acceptable.

v. Transition to Agreements implementing the RIAO (clause 3, part 1 and clause 2, part 2 of the Main Body)

CRA's view is that the RIAO provides for more clarity than the IAA, especially with regards to processes. Further, rights and obligations of the Parties are more balanced in the RIAO, which shall benefit not only the OLO but also Ooredoo.

Ooredoo argues that the existing IAA should be terminated and any services requested up to the point of termination will be provisioned in accordance with the process of the IAA.

CRA requires Ooredoo to offer to OLOs a duct access agreement implementing the RIAO within 3 months of the issuance of this Order.

CRA considers that once Ooredoo's agreement has been offered to OLOs, it shall be negotiated in good faith by each party within a period which shall not exceed 3 months.

Ooredoo shall have the right to terminate the IAA once the new agreement implementing the RIAO has been signed with the OLOs, as per clause 3 of the RIAO.

Unless otherwise provided by the new agreement, products already provisioned under the IAA shall be automatically subject to the terms and conditions of the agreement implementing the RIAO.

CRA understands the need to provide a transition period for requests presented by the OLO under the IAA. If the parties cannot agree on conditions related to these requests, CRA will set specific conditions.

For the avoidance of doubt, CRA is of the view that Areas already approved under the IAA shall not change of status in moving to the agreement implementing the RIAO. Therefore, Areas approved by Ooredoo under the IAA shall be deemed approved under the agreement

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implementing the RIAO, and Ooredoo shall fulfill all its obligations under the RIAO, including the provision of quarterly updated information. Similarly, whenever a fee has been paid under the IAA, it shall not be paid again under the agreement implementing the RIAO.

vi. Discretion

CRA has added several amendments to minimize the potential for disruption should changes made by Ooredoo potentially lead to delays in the provisioning of services under the RIAO, or possibly result in disputes.

vii. Deeming Provision (clause 14 of the Main Body)

Ooredoo presented reasoned arguments on risks related to have this clause applied in provisioning the ducts. However, Ooredoo is of the view that deeming provisions are acceptable where no actual physical work on the network results from the deemed approval.

CRA shares Ooredoo concerns regarding works on the physical network starting without an explicit approval.

Accordingly, CRA has limited the application of deeming provisions only to the order process and/or to phases of the processes that do not imply works on the physical network.

viii. Planning and Forecasting (clause 12 of the Main Body)

Ooredoo finds unacceptable the obligation to provide infrastructure capacity information, network topology information, and a roll-out plan. For the Areas requested by the OLO and accepted by Ooredoo according to clause 2.2 of Schedule 1, Ooredoo has also deleted the requirement to provide the OLO with Maps and other data of the Areas - including the information defined in Schedule 1 - quarterly updated.

Ooredoo points out that these are sensitive commercial information potentially being submitted to a direct competitor. Further, Ooredoo argues that under the non-discrimination principle, Ooredoo is obliged to provide the OLO relevant information for the OLO to provide the Service, which in this case is the installation of fibre in Ooredoo's ducts. The information provided under the Access Area Request and the Route Area Request is the information required by the OLO. Ooredoo is of the view that what CRA is attempting to do is making Ooredoo drive the roll-out plan of the OLO, which is not Ooredoo's role nor is this found in any obligation under either non-discrimination rules or refusal to supply.

CRA is of the view that Ooredoo ignores the non-discrimination principle of Article 43 of the Telecommunications Law and Article 49(B)(2) of the Executive By Law: Retail arms of Ooredoo have access to these information. Nothing in the record suggests that Ooredoo and its relevant subsidiaries are denied access the information above, and therefore the same must be provided to OLOs to ensure non-discriminatory competition at Retail Level.

Therefore, CRA confirms its view and requires Ooredoo to keep this clause in the RIAO as drafted in the attached RIAO Documents.

ix. Resolution of Disputes (clause 23 of the Main Body)

The Main Body Part 2 Clause 23 refers to the mechanism for resolving disputes that may arise in implementing an agreement based on the RIAO.

In earlier versions of the RIAO that were consulted on, the Dispute Resolution mechanism included the involvement of a "technical committee" - composed by representatives of Ooredoo, the OLO and CRA – to which the dispute may be referred to before referring the Dispute to CRA or to Conciliation and arbitration.

This step is additional to the Dispute Resolution mechanism already approved by CRA within the Reference Interconnection and Transmission Offers.

Ooredoo proposed to confirm the dispute resolution mechanism already included in the Reference Interconnection and Transmission Offers approved by CRA, which was not the same as in the earlier versions of the RIAO already consulted on.

CRA accepts Ooredoo proposal. The above additional step might delay the resolution of the dispute. Further, a standard process for all reference offers would streamline the processes for the industry.

x. Annex 1 Clause on Available Capacity

Annex 1 defines the Approach to determining and allocating Available Capacity (clause 3.2).

Ooredoo proposed that no further capacity will be deemed to exist in a Duct that contains six (6) or more existing cables. Ooredoo claimed that this limit is consistent with its own technical standards.

CRA has been given evidences that Ooredoo often did not respect that technical standard. Furthermore, such limitation has no justification with a fiber network. Accordingly, CRA has modified clause 3.2.

CRA's approach as expressed in the Consultation was based on the principle of "*regulation trough litigation*", with CRA ruling - case by case - on disputes arising between OLO and Ooredoo on space availability in ducts with six or more cables installed by Ooredoo.
CRA recognizes that the above approach, where CRA has to intervene in disputes is time and cost intensive for all parties. On balance, a generic rule of an 80% capacity limit is reasonable, more objective and relatively easy to implement and administer.

Hence, the CRA has now deleted the clause deeming that not further capacity exists in a Duct containing six or more existing cables. Accordingly, the approach to determine and allocate Available Capacity set in the clause 3.2 shall be applied to any Ducts, regardless the number of Ooredoo's cables already installed in it.

xi. Annex 1 Clauses on Validities of approve requests: Access Area Requests (AAR) and Route Area Requests (RAR)

Annex 1 defines the ordering, provisioning and delivery of access to Ooredoo Network Elements. The initial stage is an Area Access Request (AAR) that requests information on, and gives the rights to request services in, an Area (Zone, as defined in the RIAO).

CRA confirms that the validity of the information provided for a specific AAR is ninety (90) calendar days starting from the date the said information is provided by Ooredoo.

Hence, after submitting an AAR and it is approved, the OLO must make use of it – by submitting a Route Area Request (RAR) - within 90 days, or else the AAR lapses.

If the AAR is used by submitting a Route Access Request (RAR) for capacity within the Area, then it is deemed to have been used. The Area remains valid for subsequent RARs and does not expiry anymore.

To provide the OLO with updated information on the valid and approved Areas, CRA has also reviewed clause 11 of Main Body, requiring Ooredoo to provide the OLO with updated maps of the Areas every 6 months. This requirement is aimed at allowing the OLO to submit more accurate RARs (cf. section **Error! Reference source not found. Error! Reference source not found.**).

The above principle is applied for the validity of the RAR, where the route implementation is required or else the approval lapses.

xii. Annex 3 Supervision

CRA acknowledges that Ooredoo has the rights to supervise any works done by the OLO that requires access to Ooredoo physical network elements. This would include inspections or surveys where the OLO might not need to take any significant physical actions on the network, but might need to access the element for visual inspection. Actions such as implementation of cables require physical actions that create some risks to the existing infrastructure and so supervision would then be more normal.

Supervision is therefore expected for some identified OLO's activities and the OLO may be requested to pay for supervision for the cases listed in Annex 3 clause 4.

Should Ooredoo decide to supervise other activities, no payment shall be requested from the OLO.

Where supervision is required, Ooredoo shall supply the supervision staff, when the OLO's activities take place. If the supervisor is not available or does not turn up, the OLO may carry out its activities unsupervised in order to avoid delays, as real risks are low in any case, as all activities are carried out by contractors approved by Ooredoo.

xiii. Annex 3 Copper removal

Ooredoo has not included a copper removal service in the RIAO. According to clause 8 of schedule 3 of the IAA, Ooredoo and Qnbn agreed to include this product in the IAA in accordance with clause 19.4 (Amendments) of the Main Body of the IAA.

During the development of the RIAO, it was proposed that the OLO should be able to remove (or require removal of) by itself copper cables that are no longer used, and so free space that can be used both by the OLO and Ooredoo.

CRA takes the view that this would be a rare event (it is only required if there is no other space available and all of the copper is not used) and any such decision is purely for Ooredoo to take. Accordingly, no copper removal obligations have been required by CRA in the RIAO.

xiv. Annex 4 Route Access Request (RAR) Fee

The wholesale charges were defined before the conclusion of this proceeding on the RIAO. When the wholesale charges were approved, CRA assumed an ordering and provisioning process always beginning with an Access Area Request.

Accordingly, CRA sets only a wholesale charge for the Access Area Request (QAR 15,000 per Access Area Request) covering all the activities required for processing an Order. This fee was set with reference to the whole process of ordering and provisioning, which begins with the submission of the Access Area Request and ends with the Implementation Acknowledgement from Ooredoo (cf. Annex 1 of the RIAO).

Actually, according to Annex 1, the main process of ordering and provision may also begin with a RAR (Route Access Request). The RAR refers to Areas for which an Area Access Requests has been already submitted by OLO and approved by Ooredoo. CRA is of the view that is fair to include a RAR Fee as proposed by Ooredoo. This is different to the wholesale charges for the area.

For avoidance of doubt, this fee should cover all the activities required in processing the Route Access Request, from the submission of an RAR to the Implementation Acknowledgement from Ooredoo (cf. Annex 1 of the RIAO). The fee applies only to Route Area Requests related to Areas for which Area Access Requests have been already submitted by OLO and approved by Ooredoo.

Responses provided by the SPs are not sufficient for CRA to set a cost-based charge. Further, RAS 2013 do not include relevant information on costs for managing the access requests. CRA has asked Ooredoo to include in RAS 2014 more information on the above. However, the above request was made before processes on RIAO were defined. Accordingly, CRA does not expect that RAS 2014 will be very helpful for setting the above fee.

The process from the IAA was effectively subdivided in the RIAO in

- Access Area Request (AAR) and
- Route Access Request (RAR) Fee.

The IAA only used an Access Request Fee.

The CRA considers, that the effective effort of AAR+RAR under the RIAO is the same as the Access Request as per the IAA. Therefore, the defined AAR Fee should cover all cost of Ooredoo.

Nevertheless, the CRA appreciates that, in the absence of reliable modeling of the processes in the RAS, the exact amount of the fees is difficult to establish. In moving forward, Ooredoo is invited to propose an evidenced cost (e.g. based on RAS or time and material) to refine the amount of the fees.

Regarding the commencement date of the usage fees, CRA is of the view that the commencement date shall be the date of issuance of the Implementation Acknowledgement. This is intended to create an incentive for Ooredoo to complete the provisioning process.

xv. Annex 5 and 8 Equipment standards and technical feasibility

Ooredoo is of the view that strict standards means that only items and methods that were exactly in compliance with its standards can be used. Ooredoo's view is reflected, for example in:

- Clause 4.1, where rejections could be based on compliance with technical standards;
- Clause 8, where a need for approved materials to be used is requested and Ooredoo stated: "Any material not in conformity with Ooredoo Technical Specifications will not be accepted in all circumstances."

CRA is of the view that Ooredoo's approach would restrict the possible solutions available to the OLO. A more flexible arrangement shall allow anything that is technically feasible, though this could still have some limitations set by the overall standards.

As an example, a JRC12 box is a reasonable technical standard item and boxes should comply with this, but technical feasibility might allow different numbers of ducts than normally used in Ooredoo's network into the walls of the duct – if it is technically feasible. Further, cables might have a maximum diameter but whether the cable is fiber, copper or even coaxial should not alter the deployment as each are probably equally technically feasible.

CRA notes that applicable technical standards needed for running the RIAO are mentioned in Annexes 5 and 8 as additional documents (to be provided, as not within the RIAO documents).

CRA received recently these additional documents and finds that some of them are not applicable to the RIAO and therefore cannot form a formal addendum to the RIAO to which OLOs must always comply. Some of the technical specifications that were sent to CRA may be part of the acceptable practices (duct types and box structures), but these should not overly limit the OLO. Implemented solutions that are technically feasible should be allowed. The technical specifications submitted to CRA also did not contain any cable specifications – CRA maintains that the options should be that what is technically feasible shall be accepted and not only the same cables that Ooredoo deploys.

According to the above, CRA has adjusted Annex 8 to clarify some of the technical options for adding new ducts or duct ways to boxes, as this was not clear enough in earlier RIAO versions or in the technical specification information sent to CRA. This shows the inherent problems of having definitions within the RIAO versus in other external documents.

Further, CRA has deleted any references to these additional documents. Accordingly, technical standards the OLO has to comply with are only those included in the RIAO.

xvi. Annex 7 Service Level Guarantees (SLAs) and Service Credit Level (SCL)

A number of alternatives were considered as the basis for service level targets and to enable service credit payments that are needed to incentivize delivery to agreed standards.

Options include targets for every task, or a target for an end to end process. Targets might be for the average of many processes or tasks. Each option has advantages and disadvantages, including complexity versus simplicity or on the level of incentive that each provides.

CRA has now decided that each individual end to end process is measured against a target time. This avoids the problem of using an average where a big delay on one process may cause acute problems for the OLO but is compensated for by slightly below-target delivery for all others.

As each process is likely to have options that do not happen every time, the true end to end time is not fixed. Only some requests require an update with further information. A "worst case" process time has every possible option and clarification, but this should be an unrealistic target – it should be easily met as this 'worst case' time should be unusual.

The CRA has defined a probability for some of the tasks (where they are avoidable) and so this provides a more typical average target time for the end to end process – the effective process average time weights the task time with the probability of it being required in the overall process. Service credits are set based on whether the service is delivered to the resulting typical average target time, and credits are paid if delivered above this time, with progressive payments if significantly above target.

CRA does not view the credit payments as onerous and any payment should be rare in any case. Working as normal, should not require any credit. CRA is strongly of the view that additional fees on top of normal charges are not required "to enable Ooredoo to pay for the service credit." Service credits are common in commercial services and the service supplier has to accept some hardship if it fails to deliver as promised – in this case a slight loss of profit for a small failure or a larger hit for a big failure. If all such payments are factored into the prices, then the service credits have no incentive other than to encourage excessive profits, just for delivering a normal service. No financial loss is then made for failing to deliver.

CRA may review the timelines and the probabilities after one year from the implementation of an agreement based on the RIAO on the basis of the reports on Quality of Services Ooredoo shall deliver to CRA.

In the view of the above, CRA directs Ooredoo to:

1. Within fourteen (14) calendar days from the date of this Order, to make available the attached approved RIAO via a dedicated section on Ooredoo's official website;
2. Within three (3) calendar months from the date of this Order, to send to CRA and make available to OLOs the agreement implementing the approved RIAO.

Any clarification required on this Order must be made in writing. Please note that any query or clarification from Ooredoo shall not affect Ooredoo's obligation to comply with this Order.

Signed by:

Mohammed Al-Mannai
President
Communications Regulatory Authority