

# Reference Infrastructure Access Offer (RIAO) of Ooredoo

Response Document  
to Consultation issued on 14 September 2015  
(CRA 2015/2015/09/14A)

CRA 2015/11/25A  
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# 1. Background

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

Accordingly, the CRA sent to Ooredoo a formal request to submit its proposed RPO<sup>1</sup> for approval, on 25 May 2014. The following steps of the proceeding for approving the RIAO are described in the Order to which this Response Document is annexed.

On 14 September 2015, CRA issued a Consultation (cf. CRA 2015/05/14) on a reviewed and amended version of the RIAO of Ooredoo (cf. RIAO Documents, which include Main Body and Annexes, 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<sup>2</sup>.

With this Response Document, CRA provides comments on:

- The Responses on the Consultation Questions submitted by Ooredoo, Qnbn and Vodafone, included in Section 2;
- The redlines submitted by Ooredoo and Vodafone, included in Section 3;
- Comments provided by Qnbn in its cover letter (cf. Qnbn letter dated October 13, 2015, Ref. 2015/Strat/Reg/PB/10-725), included in Section 4.

The Response Document also includes CRA's decision and rationale, along with the impact of the decision on the RIAO Documents.

This Response Document shows the answer of the the Service Providers to the Consultation, discusses their comments and give's CRA's rationale for its decision.

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<sup>1</sup> 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

<sup>2</sup> Qnbn have provided the redline only for part of the RIAO documents

## 2. General questions as in the CD - CRA's decision

Question #	Question (summary)	SPs responses (summary)	CRA's Decision and Rational	Impact on the RIAO documents consulted on
1	Do the Respondents find that the definitions as amended by CRA are consistent with the Access Regulations?	<p><b>1. Ooredoo</b> The original Ooredoo definition must be kept.</p> <p>a) There are several legitimate questions that arise from the Access Regulation ... The first is whether the CRA under the Telecommunications law, no. 34 of 2006, has the heads of power to regulate Developers, ... Secondly, the Access regulation overlooks a fundamental principle of property rights, by mandating that Ooredoo must provide access to ducts that it may have leased from Developers or Building owners. ... Where the CRA seeks to impose an obligation on a Developer or other owner of duct, who has freely entered into a contract with Ooredoo to lease its duct, to sub-lease that duct infrastructure to another entity without the owners' consent, then this would be seen to violate the provisions in the constitution.</p> <p>b) The Telecommunications law provides at article 24 that a DSP must meet any reasonable request for interconnection and access to its telecommunications network. Telecommunications Network is defined within the law and limits its boundary to the network between network termination points, as is common internationally. Furthermore the term Access is also defined and specifically excludes facilities or services for end users.</p> <p>c) Furthermore, the CRA seeks to place an obligation on Ooredoo to provide access to ducts that it leases from others (typically private developers), citing the Passive Telecommunications</p>	<p><b>1. On Ooredoo's response</b></p> <p>a) There is not violation of property rights of the Developers. CRA is not imposing any obligations on the Developers (and/or Building Owners). CRA is requiring to Ooredoo to share with the OLO the ducts leased from Developers. This will be only needed when Ooredoo has leased all the ducts available. Otherwise, the OLO will entry into an agreement with the Developers to lease the available ducts.</p> <p>b) Internationally, the network termination points is up to the end user termination point. This can be understood having reference to the Local Loop Unbundling (LLU), which provides a direct connection from the Local Exchange to the customers' premises. Where Ooredoo has leased ducts from the Developers to reach the customers, the leased ducts are used to reach the customers and so are clearly an extension of Ooredoo network which ends at the customers termination point. Hence, these ducts must be offered to the OLO.</p> <p>c) CRA is the view that the consent of the Developers is not needed. If the OLO is asking Ooredoo to use the leased ducts, it means that Ooredoo has already leased all the ducts available. Otherwise, the OLO would have leased the ducts directly from the Developers. It is worth adding that, in case of ducts available, the Developers could not have refused access to the OLO.</p> <p>d) CRA also wishes to ensure any other ducts that may be leased by Ooredoo as part of its network (not for customer/developer entry) are also not excluded. These may not exist or be few in number, but might</p>	<p>None.</p> <p>CRA confirms the relevant text as consulted on.</p>

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		<p>Infrastructure Access Regulations (Passive Access regulations) as a preamble. Whilst Ooredoo is not clear under what heads of powers the CRA believes it has the authority to compel property developers to effectively sub-lease their privately owned ducts to other OLOs, Ooredoo believes that to provide effect to the CRA requirements, Ooredoo would require written approval and acceptance by the owners of such ducts that it is willing to sub-lease ducts it may have provided access to Ooredoo and amend the existing agreements to reflect such a desire, and to hold harmless Ooredoo for any consequences from such action. Ooredoo would need to be written evidence before it would be willing and able to grant access to such leased ducts.</p> <p><b>2. Qnbn</b> The document, as a whole, lacks synergy and consistency. It contains contradictions, incorrect numbering, incorrect referrals to clauses, terms and concepts undefined or definitions utilized incorrectly.</p> <p><b>3. Vodafone</b> Yes</p>	<p>arise in a sale/lease back or other commercial arrangement.</p> <p><b>2. On Qnbn's response</b> Qnbn has provided CRA with a document including evidence of incorrect numbering and incorrect referrals to clauses. The number of issues are very limited compared to the complexity of the RIAO documents. Cross references are editorial issues that arise while the document is under development. CRA will correct them, when needed. With reference to the comment on "lack of synergy and consistency" of the RIAO documents, this is a generic comment and cannot be addressed. However, in this document, CRA has included in its position more specific comments submitted by Qnbn and generally included in Qnbn cover letter.</p> <p><b>3. On Vodafone response</b> None.</p>	
2	Should the sub-ducting service be part of the RIAO in the future? What are the pros and cons to have this Service included in the RIAO? If the Respondent is in favour or not in favour of that extension, it may provide CRA with the proposed amendments needed to the RIAO, technical specifications, processes, etc. This may be linked to the technical	<p><b>1. Ooredoo</b> Sub-ducts cannot be considered a part of the proposed RIAO.</p> <p>a) The purpose of the RIAO is to enable a licensed service provider to lay cables in Ooredoo's ducts. The purpose of the RIAO is not to enable an access seeker to effectively lay additional ducts within Ooredoo's ducts. Apart from the significant legal issues this would involve, there are many practical operational challenges that would make such a proposal impractical.</p> <p>b) From a legal perspective, the reason</p>	<p>CRA is of the view that the introduction of the sub-ducts is not very significant. Sub-ducts may be helpful for installing cables where space availability is limited. However, CRA is not aware that space availability has been a major problem yet it is now a critical topic. Further, CRA shares some of Ooredoo concerns in allowing the sub-ducting to OLOs (i.e. the difficulties in removing the sub-ducts when not needed anymore). However removal maybe no harder than a fibre cable.</p> <p>On the sharing of the poles, CRA highlights that this is the first time CRA has received this</p>	CRA has deleted from the RIAO Documents any reference to the sub-ducts.

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	standards issues and technical feasibility (see for example 3.3.3) and Annex 8 of the RIAO Document	<p>Ooredoo would be forced, by regulatory instrument, to provide access to its ducts, is because the CRA would have concluded that the duct infrastructure can be considered a legitimate essential facility and would constitute a barrier for another service provider in competing in the telecommunications market. The barrier is the ability to install fiber optic cables. Therefore the remedy is providing access to Ooredoo's ducts to install such fiber. The remedy cannot be to allow sub-ducts to be installed within the Ooredoo ducts.</p> <p>c) Even if Ooredoo were to allow sub-ducts to be used (which it will not), it would be virtually impossible to install sub-ducts where there are existing cables within the Ooredoo ducts. It would be impossible to remove those sub-ducts. Therefore the de facto position would be that the Access Seeker would need to keep those sub-ducts and pay for the space indefinitely, even if they were not being used – a major economic inefficiency in circumstances where duct access is considered an essential facility; is deemed to be scarce and is the very reason that Ooredoo would be mandated to provide to such ducts. Then there would be the significant maintenance challenges involved in trying to main duct infrastructure that belongs to different entities but which occupies the same area.</p> <p><b>2. Qnbn</b> Sub ducts in the Ooredoo network are currently being utilized. The RIAO is meant to cover the whole access network which includes access to the drop network linking the customer premises. Access to the existing overhead network (poles) should also be part</p>	<p>request from Qnbn. Hence, the current RIAO Documents have not been developed to deal with the sharing of poles and many months of additional work would be needed to include it in the RIAO Documents. Given the low relevance of the sharing of poles compared to the access to ducts, CRA does not want further delay the approval of the RIAO.</p> <p>According to the above, CRA position is as follow:</p> <p>a) Sub-ducts and sharing of the poles shall not be included in the RIAO Documents at this stage</p> <p>b) If OLOs have evidence of existing sub-ducts or proof that they are needed and feasible, the OLOs shall use the relevant clauses of non-discrimination and feasibility for introducing new products in the RIAO. This can also be applied also to sharing of the poles.</p>	

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		<p>of the RIAO.</p> <p><b>3. Vodafone</b> Given that sub-ducts can be useful to more effectively manage scarce space Vodafone considers that the scope should include sub-ducts.</p>		
3, 4 and 5	<p>Do the Respondent agree with the Main Body wording on IAA termination and automatic transfer of IAA Services already provisioned to be then under the agreement based on the RIAO?</p> <p>Do the Respondent agree on the transitional provisions envisaged by CRA to deal with Services, which are in the process of being provisioned upon the signature of an agreement based on the RIAO?</p> <p>Are other transitional provisions needed for moving to an agreement based on the RIAO? If so, please specify the additional transitional provisions needed along with a proposal on how to deal with them.</p>	<p><b>1. Ooredoo</b> Transition and termination of the IAA must be the subject of commercial negotiation and agreement between parties.</p> <p>a) The RIAO provides a basis for a commercial agreement between the Access Provider and other licensed operators, with those terms serving as the starting point or baseline for negotiations. It is important to clarify that there is nothing that should prevent the parties from agreeing alternative terms.</p> <p>b) The IAA remains a commercial agreement that was entered into freely by parties. It must be terminated before another agreement for the same services can be concluded.</p> <p>c) The RIAO cannot simply supersede the IAA, as the CRA has sought to do with the RIO or RTO. The RIAO serves as a reference offer for any licensed service provider, it is not only for QNBN. Ooredoo is concerned, that the CRA appears to take the view that the RIAO and the whole process that is being undertaken is for the sole benefit of QNBN, an entity which clearly appears to receive preferential treatment from the CRA. The RIAO is an offer to the market, any OLO interested in the approved offer, should either re-negotiate an agreement based on the RIAO or negotiate for the first time a new agreement.</p> <p>d) Ooredoo agrees that parties can agree under a separate access agreement entered into between parties, based on</p>	<p>In the consultation document, CRA stated that <i>“transitional provisions are needed for the Services (including, the Access Area Requests), which have been ordered under the IAA but not provided when the agreement based on the RIAO is signed”</i>. These transitional provisions have not been included in the RIAO and the Parties are free to agree on them. This position is reflected in the Order approving the RIAO (cf. clause v of the Order).</p> <p>About the services already provided under the IAA, the CRA confirms its view that they should be automatically transfer under the regime of the agreement based on the RIAO. This is reflected in the clause 2.3 of the Main Body, Part 2. Clause on Acceptance procedure addresses the issue of the termination of the IAA which is an issue highlighted by Ooredoo.</p> <p>CRA notes that the SPs have not proposed changes to the clauses above with their Redlines.</p> <p>On the fees to be paid in moving to the RIAO, CRA clarifies that for products which have been ordered under the IAA but not provided when the agreement based on the RIAO is signed, Qnbn cannot be asked to pay a one-off fee as it has already paid for it under the IAA.</p> <p>For avoidance of doubts, CRA clarifies that if an Area was accepted and opened under the IAA, Qnbn cannot be asked to pay again the access area fee.</p>	<p>None.</p> <p>The Order approving the RIAO provides for CRA's suggestions when moving to the RIAO (cf. clause v of the Order).</p>

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		<p>the RIAO that the existing services provisioned under the IAA could either continue or be deemed to transfer under such new agreement and any new request to be executed under the new agreement from the effective date. However, the RIAO itself, being a generic offer for all service providers should not impose such conditions. Such arrangement would allow QNBN to cancel any request under the IAA (because they wish to benefit from the new T&amp;Cs), if permissible under that agreement, and to submit the request through the new agreement.</p> <p>e) However, Ooredoo disagrees that QNBN should not be asked to pay for the new access. Ooredoo will have consumed resources in processing the request under IAA, and it must be compensated for such work. When QNBN resubmits through the new agreement, the charges that are applicable under that new agreement must also apply. To do anything else would be discriminatory against Ooredoo, and would highlight a bias favouring QNBN at Ooredoo's expense.</p> <p><b>2. Qnbn</b> Termination of IAA and moving to the RIAO should be optional. OLO should be given the freedom not to terminate the IAA. The CRA has provided Qnbn verbal assurance that Qnbn will have the freedom and flexibility to either remain under the auspices of the IAA Agreement or migrate to the RIAO.</p> <p><b>3. Vodafone</b> Vodafone does not have an existing agreement and therefore has no comment to make.</p>	<p>CRA agrees that the parties are free to negotiate a different solutions but within the principles of the RIAO.</p>	
6	On Network Protection and Interference with Other	<p><b>1. Ooredoo</b> Ooredoo maintains that it will not allow an</p>	<p>CRA confirms its view: the clause proposed by Ooredoo potentially allows Ooredoo to block, at</p>	None.

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	<p>Services, Respondents are invited to comment on the clauses above along with proposed amendments to them as seen in the RIAO Document.</p>	<p>OLO to undertake arrangements that are not in compliance with the Ooredoo standards. The Telecommunications law, at Article 21 provides that "<i>No service provider shall be obliged to enter into interconnection and access agreements on terms which, in his reasonable judgment may cause material damage or harm to any person or property or inflict material damage upon its network and telecommunications facilities or negatively affect the performance of either of them or the provision of the telecommunications services or such terms deemed unreasonable in light of given technical or economic facts available</i>" [emphasis added].</p> <p><b>2. Qbn</b> Qbn feels this clause to be patently prejudicial to Qbn giving Ooredoo unjustified discretion. The CRA should reject this clause.</p> <p><b>3. Vodafone</b> Vodafone assumes that the OLO contractors are approved contractors working with approved materials. Vodafone agrees with the CRA's contention that Ooredoo's proposal allows an unnecessary opportunity for Ooredoo to block OLO activities and should therefore be excluded.</p>	<p>its own discretion, OLO's activities.</p> <p>Qbn and Vodafone responses support the view of CRA.</p> <p>The respect of Ooredoo Standards is granted by the list of approved materials and contractors. Further, the RIAO has been developed to have terms and conditions consistent with the provisions of the Telecommunications Law, including article 21 quoted by Ooredoo.</p>	
7 and 8a	<p>Do the Respondents agree with the provision of this information and are any changes required for an OLO to plan its retail activities in a similar way as within Ooredoo? Will it be sufficient to enable the OLO to plan its network sufficiently or is more required?</p>	<p><b>1. Ooredoo</b> It is simply impractical to provide general information on duct installations, given the detail and complexity of information which is held in Ooredoo's GIS. To provide usable data, an Access Provider would need detailed location information from the OLO before the details of the duct routing can be provided. It is impossible to simply provide information about duct routing across Qatar. An equivalence of input obligation, which the CRA appears to imply, is not relevant to Ooredoo. This concept is only valid in jurisdictions that have implemented particular industry reforms (e.g. it is applied to</p>	<p>Ooredoo response does not changed CRA's position.</p> <p>CRA requirements are justified by the non-discrimination principles included in the ARF.</p> <p>CRA notes that obligations to share information are not only in force in U.K. but also in countries, which do not apply a model of equivalence of inputs. The non-discrimination principles is more than sufficient for imposing such obligations. Qbn and Vodafone responses support the view of CRA.</p>	None.

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		<p>Openreach in the UK). It is not relevant in the context of a vertically integrated operator. The RIAO cannot simply seek to sideline the Access Regulation and impose a blanket obligation to share network plans, when the OLO has not agreed to co-invest or enter into long term lease arrangements – something that is not the same as access through the RIAO.</p> <p><b>2. Qnbn</b> Updating the Maps of the Areas requested by the OLO and accepted by Ooredoo quarterly is required by the OLO to select the network elements required to be accessed by the OLO in each RAR. Without this updated information, the OLO will select routes based on old information (outdated) which may lead to selecting routes then discovering during the survey that these routes are not feasible. In such case Ooredoo will ask the OLO to resubmit a new RAR which means wasting of time, efforts and money which can be avoided by updating such information quarterly.</p> <p><b>3. Vodafone</b> Vodafone agrees with the CRA that sharing this information gives effect to the non-discrimination principle. Furthermore, to not do so provides Ooredoo with a significant amount of information about the activities of an OLO while claiming that its own similar activities are commercially sensitive. To give effect to non-discrimination principle Ooredoo's wholesale department should notify OLO's when Ooredoo's retail arm is notified of network changes.</p>		
8b	Do the Respondents agree with the approach to deemed approvals to address concerns of risks to the Ooredoo's Network?	<p><b>1. Ooredoo</b> Deeming provisions can only apply to process steps that do not involve any access or manipulation of Ooredoo network elements. To do so would be contrary to article 21 of the Telecommunications law, and if the CRA</p>	<p>The responses of the SPs agrees with CRA approach to have deeming provisions applied to process steps that do not involve activities on Ooredoo network elements.</p> <p>However, Qnbn proposes a mechanism to have</p>	None.

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		<p>sought to impose such a measure, Ooredoo will expect the CRA to provide adequate insurance or a bond from the CRA to cover for any potential harm or liability that may arise from such action.</p> <p>Ooredoo is also concerned that the CRA is changing the range of activities that are subject to deeming – by changing the wording and introducing the concept of physical works and providing an example of pulling cables. Ooredoo insists that any OLO activity that requires access to and manipulation of Ooredoo's network elements, including site surveys, must not be subject to deeming provisions.</p> <p><b>2. Qnbn</b></p> <p>The deeming provisions to requests and actions excluding physical works on the network will help the OLO to move from one stage to the next one but will not result in any benefit to the OLO as the OLO will not be able to lay its cables and provide the service to its customers.</p> <p>Qnbn is not unsympathetic to Ooredoo's fear that giving the OLO the right to do physical works in the network without prior approval; but this must be balanced in a manner that will maintain Ooredoo's and OLO's rights. Ooredoo's right to prior approve any physical work and OLO's right to provide service to its customer if Ooredoo is not responding to the OLO requests.</p> <p>Qnbn suggests that 5% of the monthly requests that involve physical work on Ooredoo network, can be delayed by Ooredoo without being considered as deemed provisioned if Ooredoo notifies OLO that before the elapse of 3 days after expiry the specified SLA. If Ooredoo fails to notify OLO within 3 days of the expiry of the SLA that it is not approving physical access to the subject NE then the request will be deemed approved</p>	<p>deeming provisions applied to process steps involving activities on Ooredoo Network elements.</p> <p>CRA is of the view that the processes defined in the RIAO will facilitate the OLO in having the services delivered by Ooredoo. The SLAs set by CRA will also provide Ooredoo with an incentive to do so.</p> <p>Balancing the above with Qnbn arguments, CRA rejects Qnbn proposed mechanism, which will undermine CRA approach to preserve the security and integrity of Ooredoo Network.</p>	

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		<p>and OLO may proceed to next step. When notifying OLO with its intention not to approve physical access to certain NE(s); Ooredoo must provide OLO with the expected date of granting such approval which should not exceed 30 days, in all cases.</p> <p>In support of Qnbn's position on this issue is the fact that Qnbn has not caused any significant or service affecting damage to the Ooredoo network in all of the years it has operated under the IAA Agreement. At the end of the day there is no justifiable reason to permit Ooredoo to do absolutely nothing. Approve, disapprove or have approval deemed to have taken place.</p> <p><b>3. Vodafone</b> Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.</p>		
9	Do the Respondents agree with the clause on Resolution of Disputes?	<p><b>1. Ooredoo</b> Ooredoo believes that standard dispute resolution processes are required for all the reference offers.</p> <p><b>2. Qnbn</b> Conciliation and arbitration are viewed as just another step in the delay process for issue resolution. The CRA has responsibility for dispute resolution under the law and it should be the sole and final recourse for resolving disputes. Surely the CRA cannot convince itself that the way to resolving matters with the DSP is via conciliation.</p> <p><b>3. Vodafone</b> Yes.</p>	<p>The CRA acknowledges that the Respondents are not against the position of CRA to have standard dispute resolution processes for all reference offers.</p> <p>CRA understands Qnbn concerns on the possibility to have a CRA conciliation process for solving the disputes. However, this mechanism is not consistent with the Qatari Law, which CRA cannot ignore.</p>	None.
10	Do the Respondents agree that the Area should remain valid, once it is approved and that Ooredoo regular updates are reasonable so that the OLO can continue to use the area?	<p><b>1. Ooredoo</b> Ooredoo agrees that an AAR has a validity period of 90 days unless a RAR is submitted within the period. However, Ooredoo disagrees and will not provide updated maps to the OLO every six months as the CRA proposes, unless such activity is compensated with a QAR15,000 fee for each area and each</p>	<p>The CRA acknowledge that the Respondents are not against the position expressed by CRA in the consultation and reflected in the RIAO Documents consulted on.</p> <p>On Ooredoo comments about the requirement to make available updated Maps to the OLO, CRA's position has been expressed in</p>	None.

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		<p>instance.</p> <p><b>2. Qnbn</b> Qnbn concurs with having the AAR valid indefinitely once the OLO submit the first RAR within 90 days of the approval of the AAR. Also updating the maps of the Areas every 6 months seems reasonable.</p> <p><b>3. Vodafone</b> Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.</p>	<p>commenting on questions 7 and 8a.</p> <p>On Ooredoo request to have a compensation of QAR 15,000 for updating the maps, according to the cost per man/hour approved by CRA (QAR 375), this would be only acceptable if 40 hours are needed to print a map and deliver it and any electronic files to the OLO. However, CRA does not believe that this activity requires such a large effort from Ooredoo.</p>	
11	Do the Respondents agree, as shown in the RIAO Documents, that "new duct" infrastructure should be <b>not</b> reserved exclusively for Ooredoo?	<p><b>1. Ooredoo</b> Ooredoo will not provide access to any duct built after April 2012 under the RIAO. All ducts that Ooredoo invests and builds are to meet its own long term needs.</p> <p><b>2. Qnbn</b> Qnbn agrees that all ducts should be part of this RIAO without distinguishing between existing and new ducts.</p> <p><b>3. Vodafone</b> There is no rationale for considering that all new ducts should be considered differently from existing ducts. Article 24 of the Telecommunications Law does not exclude newly built infrastructure nor does the relevant market definition under which Ooredoo has been designated as dominant.</p>	<p>As already stated in the Consultation Document, CRA acknowledges that according clause 3.3 of the IAA, annex 1, Ooredoo "<i>may claim duct space for its own use up to a maximum of 100% of Usable Capacity</i>".</p> <p>The above clause, even if included in a "commercial" agreement signed by parties, is not acceptable from a regulatory perspective. As matter of fact, Ooredoo has been designated as DSP in Market 10. The designation includes all ducts, without distinguish between "existing" and "new" ducts. It is normal that a DSP builds new networks and it will find that some of that network is bought on a wholesale basis by OLOs.</p> <p>Accordingly, the RIAO shall include all ducts, regardless when they have been built or leased by Ooredoo. Indeed, any denial of competitive access to such "new" ducts would be a violation of Article 43(5) of the Telecommunications Law.</p> <p>CRA might take a different view when the requirement of the Access Regulation on Ducts' Sharing allows joint investment and it is implemented by Ooredoo. This, however, is not part of the current RIAO.</p>	None.

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12	Do the Respondent considers the RIAO Document to be clear enough (specifically Annexes 1, 5 and 8) to allow some OLO freedoms in the technical solution yet does it ensure that legitimate Ooredoo concerns on the suitability of equipment are met?	<p><b>1. Ooredoo</b> Ooredoo maintains that the Ooredoo standards are there for a reason and cannot be disregarded at whim, because it suits the CRA or the OLO. ... Ooredoo has a right under article 21 of the Telecommunications law to not enter into any access arrangement where to do so could pose harm to its network. The Ooredoo technical standards are designed to minimize such harm (in the short and long-term) and therefore are integral to the operation of the RIAO. Ooredoo will not allow an OLO to diverge from the Ooredoo technical standards. For the CRA to force Ooredoo to do so, would be contrary to the telecommunications law.</p> <p><b>2. Qnbn</b> These annexes do not serve any interests of the OLO and favour the incumbent. They should be reviewed and amended.</p> <p><b>3. Vodafone</b> Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.</p>	<p>CRA's scope is to have in the RIAO all the technical standards needed for running the RIAO. This is for transparency and for allowing the OLO to know before the signature of an agreement based on the RIAO which standards is asked to comply with.</p> <p>Accordingly, CRA confirms that Annexes 5 and 8 include the relevant standards to be applied for running the RIAO.</p> <p>About the technical feasibility, Ooredoo is of the view that everything deviates from its technical standards automatically will harm its network. This is not true. The example of the JRC12 provided by CRA in the consultation document testifies to th this: how can one more cable in the JB harm Ooredoo network in the short or in the long term?</p> <p>Qnbn's position will be discussed in the next section of the document.</p> <p>According to the above, CRA confirms the position expressed in Consultation Document.</p>	CRA has implemented some changes to the Annexes to take account of the detailed aspects of the comments.
13	Are the forms in all Annexes clear and are the lists of required information adequate, without excessive or unnecessary information demands?	<p><b>1. Ooredoo</b> Ooredoo notes the CRA's agreement, and believes the forms include the relevant information</p> <p><b>2. Qnbn</b> These have been manipulated by Ooredoo to push some of their existing obligations under the IAA upon the OLO. Qnbn's comments are found in the attachHents.</p> <p><b>3. Vodafone</b> Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.</p>	<p>CRA notes Ooredoo response.</p> <p>Qnbn's position will be discussed in the next section of the document.</p> <p>Few changes have been made to the forms by the SPs, so the forms are believed to be substantively correct and acceptable to the industry.</p>	The CRA has not changed the forms. Small changes may be expected in the final version.

Question #	Question (summary)	SPs responses (summary)	CRA's Decision and Rational	Impact on the RIAO documents consulted on
14	<p>What are the respondents' views on introducing an Automated system and what level of requests per month (typically: the numbers of RARs) would make the case for automated systems compelling? Expected volumes (current and/or forecasted) should be provided. CRA could then consider this as part of the final RIAO or support a push for the automation when the RIAO is working and volumes are sufficient.</p>	<p><b>1. Ooredoo</b> The need for and expectations around the need for automated systems must be a matter for the agreement between parties, and not the RIAO.</p> <p><b>2. Qnbn</b> Qnbn believes automation should be viewed as a two level project: Level 1: automating the RIAO processes by introducing electronic forms and automated workflow of the e2e process. Qnbn finds this essential for many reasons including accuracy, speed, eliminating possibilities of undelivered or unread emails, tracking, reports, statistics and SLA tracking and management, etc. This level should be achieved as soon as possible and can be a web-based application. Level 2: integrating/interfacing the GIS systems of the OLO and Ooredoo together and to the automation system mentioned in level 1. This also is important but as a level 2 automation steps can be further explored when level 1 is achieved.</p> <p><b>3. Vodafone</b> Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.</p>	<p>CRA disagrees with Ooredoo's position. The automation of the processes included in a reference offer is relevant for a regulatory authority. The automation leads to efficiency, allows for a reduction of the disputes, reduces the times of ordering and delivering the services.</p> <p>Qnbn response is useful for CRA to prioritize its actions.</p> <p>Accordingly to the above, CRA is of the view that the level 1 of automation as defined by Qnbn should have priority and included in the RIAO.</p>	<p>Changes to the relevant clauses to focus on level 1 automation.</p>
15	<p>What are the respondents' views of the definitions of the three types of access (planned, unplanned and emergency) and are the process definitions adequate in the RIAO?</p>	<p><b>1. Ooredoo</b> Ooredoo agrees that the RIAO must provide clarity on what constitutes an unplanned maintenance task and what are the differences to normal planned access and Emergency Access. It is Ooredoo's view that there are in fact only two cases, unplanned maintenance and emergency access. Given that the OLO will be installing passive infrastructure, there would appear to be no need for planned maintenance. Unplanned access may be required where the OLO needs to access its installed passive infrastructure, but this is not</p>	<p>The Ooredoo redline of the Annex 2 provides for revised clauses generally acceptable to CRA. However, CRA still sees three cases of access: for planned maintenance, for unplanned maintenance and for emergency reasons. Accordingly, CRA has further amended Ooredoo's text.</p> <p>CRA disagrees with Qnbn's position. The RIAO is not providing for less flexibility. On the emergency access, the procedure set in the RIAO is not very different from procedure of the IAA. On the access for unplanned maintenance, the RIAO requests Ooredoo to confirm the</p>	<p>Changes to Annex 2, clauses 3 and 4.</p>

Question #	Question (summary)	SPs responses (summary)	CRA's Decision and Rational	Impact on the RIAO documents consulted on
		<p>an emergency and therefore access to those network elements must follow a pre-defined process that would require the OLO to provide adequate notice and ensure they arrange for security clearance and supervision where required.</p> <p><b>2. Qbn</b> Changes made in the operations manual have to have reciprocal obligations upon the OLO and incumbent. Operational requirements should be designed to protect both networks. Also, under the IAA Qbn has greater flexibility to address network maintenance.</p> <p><b>3. Vodafone</b> Vodafone defers to Qbn's views on this matter as it has appropriate operational experience.</p>	<p>access, however deeming provisions are applied to speed the process.</p>	
16	Do any respondent disagree and are there compelling arguments for having any copper-removal obligations re-inserted?	<p><b>1. Ooredoo</b> Ooredoo agrees with the CRA that copper recovery is based on many factors including usage of any copper, the commercial decision of Ooredoo and practical and operational realities in removing the copper – all of which are purely Ooredoo's decisions to take</p> <p><b>2. Qbn</b> Qbn strenuously disagrees. Qbn believes that, due to scarce nature of the duct infrastructure, attention should be given to how to make best utilization of this scare resources. Leaving the abandoned copper cables to occupy and prevent utilizing such scare resources is undesirable. Besides, the volume of the cooper cable is huge. The desire to remove copper should take place as Ooredoo has advertised near full coverage of Qatar with fiber. If copper is not addressed now the CRA will have missed the opportunity to provide for customer migration to fiber at the earliest possible date.</p> <p><b>3. Vodafone</b> Vodafone considers that copper removal obligations should be considered. Access to</p>	<p>CRA confirms the position expressed in the Consultation Document.</p> <p>The OLO cannot remove the copper cable no longer used by Ooredoo (or require the removal of it).</p> <p>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.</p> <p>Accordingly, no copper removal obligations have been required by CRA in the RIAO.</p> <p>The issue of the customer migration to fiber is relevant and many aspects are involved. CRA does not see the RIAO proceeding as the right proceeding to discuss this issue.</p>	None.

Question #	Question (summary)	SPs responses (summary)	CRA's Decision and Rational	Impact on the RIAO documents consulted on
		ducts is regulated because ducts are bottleneck infrastructure – in order to provide sufficient capacity for all access seekers the ability to have copper removed would appear to be an important means of making capacity available.		
17	Do any respondent disagree on the basis for supervision and charging?	<p><b>1. Ooredoo</b> Where an OLO only undertakes visual inspection without physically accessing and manipulating Ooredoo's network elements then supervision would be discretionary and would not be a charged for activity.</p> <p><b>2. Qbn</b> Qbn disagrees as it believes the quarterly lump sum supervision charges are the perfect approach, as it makes Ooredoo more reasonable and rational in selecting the activities that they believe should be supervised and not attend the ones that requires minimum or no supervision. Paying for the supervision on activity-by-activity basis will make Ooredoo request to supervise each and every activity and possibly multiple times, unnecessarily. One of the greatest concerns Qbn has is with open ended processes which are susceptible to open ended charges which can quickly escalate out of hand. An important issue will arise from applying the activity based approached which is: who will fairly decide how many supervision hours will be needed for each activity? And whether one supervisor would be enough or more are required? If the activity based approach is to be applied then Qbn suggests a "cap" for the maximum amount that can be charged quarterly or annually or; to calculate the supervision hours based on the route length i.e. if the PR involves laying L km of cables then the supervision hours must by <math>f * L</math> where f is a factor that should be calculated later (example 2 supervision hours per one Km of cable). The CRA needs to understand once and for all that</p>	<p>CRA has made amendments to Annex 3, clause 4, clearly states the instances, where supervision may be charged.</p> <ol style="list-style-type: none"> <li>i. Site Surveys,</li> <li>ii. Implementation</li> <li>iii. Blockage Clearance by OLO</li> <li>iv. Acceptance of Implementation.</li> <li>v. Joint Inspection for validating the information provided by the OLO with the Duct Interconnection Request</li> <li>vi. Duct Joint Inspection for the acceptance of the Implementation of the Interconnection.</li> </ol> <p>To avoid the risk of overcharging, provide the industry with predictable cost and to give an efficiency incentive the CRA has decided to provide a cost cap of QAR 375,000 per quarter.</p> <p>The cap is based on the supervision fee agreed between Ooredoo and Qbn when the IAA was signed. Accordingly, this is considered sufficient for Ooredoo to recover the costs incurred for supervising the OLO activities. NB: At an hourly rate of QAR 375 this is equivalent to 2.15 persons supervising OLO activities (assuming 7 effective hours per working day and 66 working days per quarter). It is – in our view - improbable that OLO orders will generate such high needs for supervision.</p> <p>Annex 4 has been amended accordingly.</p>	Annex 3

Question #	Question (summary)	SPs responses (summary)	CRA's Decision and Rational	Impact on the RIAO documents consulted on
		<p>an open ended charging provision can result in QAR millions of charges imposed by Ooredoo.</p> <p><b>3. Vodafone</b> Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.</p>		
18	Do respondents disagree on the basis for Route Area Request (RAR) Fee?	<p><b>1. Ooredoo</b> Ooredoo ... agrees to a fee for each RAR, and for such fee to be QAR 15,000 and correspondingly, the usage fees to commence as at the date of approval of the provisioning request.</p> <p><b>2. Qnbn</b> RAR Fee should be linked to the approach Qnbn has suggested be adopted for supervision. Qnbn disagrees with a lump sum approach.</p> <p><b>3. Vodafone</b> Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.</p>	<p>Responses provided by the SPs are not sufficient for CRA to set a cost-based charge.</p> <p>Further, RAS 2013 does 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.</p> <p>The process from the IAA was effectively subdivided in the RIAO in</p> <ul style="list-style-type: none"> <li>• Access Area Request (AAR) and</li> <li>• Route Access Request (RAR) Fee.</li> </ul> <p>The IAA only used an Access Request Fee, which is equivalent to the AAR of the RIAO.</p> <p>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 covers all cost of Ooredoo.</p> <p>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 fees</p> <p>On the commencement date of the usage fees, CRA is of the view that this shall be the date of</p>	Annex 4.

Question #	Question (summary)	SPs responses (summary)	CRA's Decision and Rational	Impact on the RIAO documents consulted on
			issue of the Implementation Acknowledgement. This is for providing Ooredoo with an incentive to complete the provisioning process.	
19	Do respondent agree that the approvals should be disconnected to ensure smoother processes and to avoid unreasonable delays caused by objections in one area based on lack of approvals in the other?	<p><b>1. Ooredoo</b> Ooredoo maintains its position that the Road Opening process must be tied to the approval of an Interconnection Request.</p> <p><b>2. Qnbn</b> Qnbn agrees. ROs and IRs approvals should not be linked together as they are two different processes with different stakeholders. The RO is between entities which require to do civil works and Ashghal through QPRO (not related to telecom service providers only), while the IR is specific process between the OLO and Ooredoo under the RIAO.</p> <p><b>3. Vodafone</b> Yes.</p>	<p>CRA confirms the position as expressed in the Consultation Document.</p> <p>Road Opening (ROp) approvals are a standard process in Qatar. Interconnection works are standard processes that are part of the RIAO. The two are distinct (although related at times). CRA does not want to see an impasse occur where a ROp process is refused because it is needed for an interconnection that has not yet been approved as part of the separate RIAO process. A vice versa situation could also exist (interconnection not allowed because ROp is not applied for or is incomplete). CRA requires that the approvals of each are made on their own merits. This would assume that the other process is approved. This avoids the need for the approvals to be only done simultaneously. Additionally it avoids the need for joint-approvals work in Ooredoo – needed to link the approvals of both RO and interconnection in one task or team, and so it avoids the impasse situation.</p>	None.
20	Do the respondent agree that the Dictionary is complete and consistent with the other parts of the RIAO?	<p><b>1. Ooredoo</b> Ooredoo believes the dictionary is more or less complete, nevertheless, a few amendments are required, as has been explained by Ooredoo within Chapter 3.</p> <p><b>2. Qnbn</b> Qnbn disagrees. Please see the attached red line dictionary annex.</p> <p><b>3. Vodafone</b> Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.</p>	<p>Respondents have been provided comments on the Dictionary providing their Redline of Annex 6 – Dictionary.</p> <p>Accordingly, CRA position on the above is in section 2 of this document..</p>	Impact is provided in section 3 of this document.
21	Do respondent agree with this approach and with the values used?	<p><b>1. Ooredoo</b> Ooredoo disagrees with the CRA's statement and insists that the SLAs that have been in operation within the IAA be set within the</p>	<p>CRA considered two options for the SLAs:</p> <ul style="list-style-type: none"> <li>• SLAs based on end-to-end processes</li> <li>• SLAs based on each activity included in the processes</li> </ul>	Few adjustments in Annex 7. The Order includes an obligation on CRA to review the SLAs according to the outcomes of the Reports on

Question #	Question (summary)	SPs responses (summary)	CRA's Decision and Rational	Impact on the RIAO documents consulted on
		<p>RIAO.</p> <p><b>2. Qnbn</b> Qnbn disagrees as the proposed annex for SLA's is meaningless having no enforcement tools, longer time frames than exist today under the IAA, all without compelling provisions for Ooredoo to comply. This annex is now completely in Ooredoo's favor with reduced SLA's, vague and incorrect formula's both for service credits and measurement cycles. Many of the activities covered in the RIAO are not captured in the SLA annex..</p> <p><b>3. Vodafone</b> Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.</p>	<p>Both options have pros and cons.</p> <p>CRA preferred to implement the first option for the following main reasons:</p> <ul style="list-style-type: none"> <li>• SPs did not provide any data for CRA to understand the performances under the IAA</li> <li>• SLAs based on end-to-end processes allow for flexibility in managing the orders</li> <li>• OLO is less interested in Ooredoo respecting the timeline of each activity but needs Ooredoo to respect the timeline of the whole process</li> </ul> <p>CRA is aware that few parameters included in the calculation of the SLAs are subjective. However, they are a minority and do not influence dramatically the timeline. CRA has chosen these parameters to provide Ooredoo with an incentive to avoid unnecessary repetition of tasks (i.e. Further Information Requests).</p> <p>After 12 months from the implementation of the RIAO, CRA will review the SLAs on the basis of the Reports on Quality Ooredoo is obliged to deliver. An article on the review of the SLAs has been included in the Order approving the RIAO.</p>	<p>Quality Ooredoo is obliged to deliver.</p>
22	<p>Do respondents agree that only the technical guidelines within the RIAO annexes are formally part of the RIAO and must be complied by the OLO?</p>	<p><b>1. Ooredoo</b> Ooredoo agrees full heartedly that there must be a need for certainty and therefore the technical guidelines in Annex 8 must be integral to the RIAO. Ooredoo also insists that the technical standards that are referred to within annex 8, and which are provided by Ooredoo to contractors on a separate CD, must also be an integral part of the RIAO. Nevertheless, we understand the CRA concerns that an OLO would not wish to be bound by terms for which it has not seen fully</p>	<p>CRA would like to have in the RIAO only technical standards relevant to implement the access to the ducts.</p> <p>According to CRA's reading of the information included in the CD, many of the technical standards there are not pertinent to the RIAO.</p> <p>The consultation asked to the SPs for amending the RIAO. Ooredoo and Qnbn did this, providing a redline of annex 8. More comments on this issue are in the following section.</p>	<p>Few adjustments in Annex 8 to take into account Ooredoo and Qnbn comments.</p>

Question #	Question (summary)	SPs responses (summary)	CRA's Decision and Rational	Impact on the RIAO documents consulted on
		<p>visibility of. Ooredoo therefore proposes that the technical standards that are contained within the separate CD be provided to the OLO prior to the formal acceptance within part one of the main RIAO document.</p> <p><b>2. Qnbn</b> Qnbn agrees. However, the annex needs to be redrafted.</p> <p><b>3. Vodafone</b> Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.</p>		
23	Do respondents find the Annex 8 including all the relevant technical guidelines needed for implementing the RIAO? If not, Respondents are invited to amend Annex 8.	<p><b>1. Ooredoo</b> Ooredoo believes Annex 8 has the required information, although the references to the other technical standards as contained within the separate CD must also be considered integral to the RIAO..</p> <p><b>2. Qnbn</b> Annex 8 requires amendment. Please refer to the submitted red-line.</p> <p><b>3. Vodafone</b> Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.</p>	Cf. CRA's position on question 22.	Few adjustments in Annex 8 to take into account Ooredoo and Qnbn comments.
24	Do respondent agree with the additional approvals and forms in Annex 9, and are the provisions to ensure coverage of more than a few small tasks in each approval, sufficient?	<p><b>1. Ooredoo</b> As Ooredoo has stated above, Ooredoo would expect the CRA to be held liable for any acts that cause harm to Ooredoo's network or its customers, and must itself either provide insurance for such instances, or provide a bond that would be called upon by Ooredoo to cover such incidents and fully indemnify Ooredoo against all damage, losses and consequential losses incurred as a result, including that of its customers, the SLA rebates that Ooredoo would need to provide to such customers, if the CRA seeks to impose any obligation that has the potential to cause harm Ooredoo's network and is contrary to article 21 of the Telecommunications Law..</p>	<p>CRA has accepted the inclusion of this annex in the RIAO for non-discrimination reason. The procedures included in the Annex are applied to Ooredoo. Hence CRA is of the view that they must be applied also to OLOs.</p> <p>However, CRA has tried to simplify the procedures to make them simpler and without any impact on the timelines for delivering the services to the OLOs.</p> <p>CRA is not liable for any such acts. This is assumed to be a typo by Ooredoo.</p>	Few adjustments in Annex 9 to take into account Ooredoo and Qnbn comments.

Question #	Question (summary)	SPs responses (summary)	CRA's Decision and Rational	Impact on the RIAO documents consulted on
		<p><b>2. Qnbn</b>  Qnbn agrees with the CRA's view that such forms are not needed for every small task as this is an excessive administrative work which is not required specially that the OLO is using an approved contractor by Ooredoo which is following Ooredoo safety and security procedures; otherwise the contractor will not be approved by Ooredoo. In Qnbn's view Annex 9 is unwarranted and unnecessary and should be removed..</p> <p><b>3. Vodafone</b>  Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.</p>		

### 3. CRA's decision on the Redlines provided by the SPs

#### Main body

Issue number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
MB 01	<p>Network Protection and Interference with other Ooredoo services.</p> <p>New clauses added by Ooredoo from Clause 8.3 to clause 8.6 for allowing Ooredoo's Supervisor to stop the OLO when Ooredoo believes that the equipment used is not compliant.</p>	<p>CRA did not accept these clauses added by Ooredoo. The clauses would give Ooredoo the possibility to stop OLO when Ooredoo is of the view that the equipment used is not compliant and does not grant Ooredoo discretionary power.</p>	<p>Ooredoo argues that the clauses added does not stop the OLO since OLO has an opportunity to demonstrate that the equipment is compliant, in which case, OLO can continue using the equipment.</p>	None.	<p>Network protection is provided by clauses included in Annex 1, clause 8. Ooredoo and the OLO will list the equipment OLO is allowed to use. Hence, no further control will be required on equipment used by OLO. OLO will be liable for damages if using an equipment not included in the list.</p> <p>CRA rejects clauses added by Ooredoo.</p>
MB 02	<p>Operational Aspects</p> <p>Clause 10.2</p> <p>The clause (changed by Ooredoo) now states: "The OLOs agrees that all work to be conducted pursuant to this RIAO shall be conducted during normal Working Hours on a Business Day, except for cases of genuine Emergency Conditions".</p> <p>With this change, Ooredoo limits the working hours available to the OLOs for performing their works.</p>	<p>This Ooredoo clause proposed by Ooredoo is not totally unreasonable. However, it is most probably discriminatory since Ooredoo staff and/or contractor most probably work after the normal working hours and on Saturday.</p>	<p>Ooredoo does not provide any justifications to support the addition</p>	None.	<p>Ooredoo new proposal came only after one year of discussions. Accordingly, this cannot be considered as a relevant issue.</p> <p>CRA maintains its position and rejects clauses added by Ooredoo.</p>
MB 03	<p>Planning and Forecasting.</p> <p>Clause 11.</p> <p>Ooredoo <i>deleted</i> clause 11, including the requirements to make available to the OLO:</p> <ul style="list-style-type: none"> <li>• A One (1) year Rollout Plan, to be</li> </ul>	<p>These information items are relevant for both ensuring non-discrimination and making the process of ordering workable.</p> <p>Retail Arms of Ooredoo have a view of the network planning. Accordingly the OLO has to be</p>	<p>Ooredoo is of the view that Under non-discrimination principles Ooredoo is obligated to provide OLO relevant information for OLO to provide the Service, which in this case is the installation of fibre in Ooredoo's ducts.</p>	None.	<p>CRA maintains that the OLOs should have to access this information for planning their networks and have updated data for ordering ducts from Ooredoo.</p> <p>The deletion of the two first requirements will discriminate the</p>

Issue number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	<p>updated every 6 months;</p> <ul style="list-style-type: none"> <li>• A Quarterly Ready For Service (RFS) Plan, detailing the Duct ready for use in the next quarter;</li> <li>• For the Areas requested by the OLO and accepted by Ooredoo (according to clause 2.2 of Schedule 1) Maps and other data of the Areas, including the information defined in Schedule 1 - quarterly updated.</li> </ul>	<p>provided with similar information.</p> <p>This information is also needed to the OLO for planning its own activities and business.</p> <p>CRA had understood this had been agreed to in past Ooredoo meetings.</p>	<p>The information provided under the AAR and RAR is the information required by the OLO to compete. What the CRA is attempting to do is making Ooredoo drive the roll-out plan of the OLO. This is not Ooredoo's role nor is this found in any obligation under either non-discrimination rules or refusal to supply. The relevant information here for the OLO is the information Ooredoo provides upon submission of AAR and not Ooredoo's roll-out plans.</p> <p>The information being sought under this clause will be given once an AAR is submitted.</p>		<p>OLO compared to the Retail Arms of Ooredoo which are aware of future development of the network and can plan their commercial activities in advance.</p> <p>Moreover, the deletion of the third requirement above is not consistent with the process of ordering and provisioning approved by CRA which assumed availability of up to date information on the Areas Apart from ensuring non-discrimination between Ooredoo retail and the OLO this is vital to ensure a reasonable planning horizon of the OLO. CRA confirms the requirements included in RIAO consulted on up to now.</p>
MB 04	<p>Quality of Services</p> <p>Clause 16</p> <p>Ooredoo will not deliver QoS reports to OLOs.</p>	<p>Ooredoo to provide reports on QoS to both CRA and OLOs.</p> <p>The requirement for providing the reports also to OLO was thought to simplify the verifications of the SLAs and related penalties.</p>	<p>Ooredoo does not provide any justifications to support its position, but states "Ooredoo is available to provide reports on QoS only to CRA but not to OLOs"</p>	None.	<p>OLOs and Ooredoo will most probably find way to cross check the SLAs and penalties since they have the same information (i.e. date of submission of an access request, date of approval, etc.).</p> <p>CRA to accept Ooredoo position.</p>
MB 05	Non discrimination	Ooredoo to treat the OLO in the same way as itself, subject to a few limitations such as technical ones.	None	Qnbn states (in its Letter) that it has had to upgrade items that interconnect, but Ooredoo does not do the same itself.	This is a specific point which is not really part of the RIAO but could be dealt with by appeals to CRA with the OLO basing its request on the Non Discrimination principles included in the RIAO
MB 05	<p>Scope of the RIAO.</p> <p>Definition of Duct was raised in Qnbn in its CD response.</p>	Sub-ducts inclusion in the RIAO does not seem relevant at this stage.	No sub-ducts to be used.	<p>Sub-ducts are being used (CD response to Q2).</p> <p>Also Qnbn asked for</p>	CRA believes this may be only for into-building-cables, and if so this might not be relevant.

Issue number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	<p>A key issue is: does the scope include sub-duct?</p> <p>NB. Duct is formally defined in the Dictionary Annex 6.</p>	<p>The RIAO in its current version is not structured to manage the sub-ducts.</p> <p>CRA may accept sub-ducts in the future if technically feasible and if needed. Also if already done (non-discrimination then applies).</p> <p>If Qnbn can provide evidence, then this means sub-ducts are allowed. RIAO can be amended or else they allowed under the feasibility and non-discrimination principles.</p>		<p>having the sharing of poles in the RIAO.</p>	<p>On the sharing of the poles, this is the first time CRA has received this request from Qnbn.</p> <p>If Qnbn has evidence of existing sub-ducts or proof that they are needed and feasible, Qnbn is able to use the relevant clauses of non-discrimination and feasibility for introducing new products in the RIAO. This can also be applied to the sharing of poles.</p> <p>CRA intends not to include the sub-ducts and the sharing of the poles in the RIAO at this stage.</p>
MB 06	<p>IAA usage – Qnbn desires its continuation</p>	<p>There is no obligation on SPs to move to an agreement based on the RIAO.</p> <p>However, CRA wishes the SPs would move to the RIAO. Accordingly, rules for moving to the RIAO have been proposed</p>	<p>none</p>	<p>IAA may continue.</p> <p>Key point is that Qnbn also thinks the RIAO will not work so IAA must continue, even if not desired.</p>	<p>It is up the Access Seeker to move an Agreement based on the RIAO</p> <p>CRA intends to clarify its position (i.e. transitional provisions continue) in the Order approving the RIAO along with the suggested operational rules to move to the RIAO.</p>
MB 07	<p>Deeming Provisions</p> <p>Main Body Part 2 Clause 14.</p> <p>Ooredoo has reduced provisions for deemed approvals – these are OLO requests that are approved automatically if Ooredoo does not respond within a specified time.</p>	<p>CRA finds deeming provisions necessary.</p> <p>However, CRA limited the provisions for deemed approval only to “administrative areas” and not to physical works on the network, as CRA sees a risk in having the OLOs working on the network without an explicit approval from Ooredoo.Ooredoo</p>	<p>Ooredoo has accepted deeming provisions but for administrative stages and not for physical works on the network.</p> <p>CRA notes some changes in the Annexes that OOREDoo has removed the deeming provision even though it was not for physical tasks on the network</p>	<p>Qnbn states that the deeming provisions have been ignored. (cf. CD reply).</p>	<p>CRA supports a Deeming Provisions where reasonable.</p> <p>E.g. the CRA does not consider physical works on the network should be covered by Deeming Provisions. A potential delay by the Access Seeker is mitigated by the SLAs and penalties.</p>
MB 08	<p>Mechanism for resolving the disputes.</p>	<p>Mechanism for resolving the disputes should be the same as all Reference Offers</p>	<p>Ooredoo agrees with CRA's position</p>	<p>Qnbn requests that arbitration is solved first by CRA.</p>	<p>Operational issues should be solved by the SPs as much as possible in the first instance.</p>

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	Main Body Part 2 Clause 23.  Qnbn requests CRA to act before arbitration. Not very clear				If the SPs fail to reach an agreement the CRA will step in. This is consistent with other Reference Offers

## Annex 1 Service Implementation

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
A1 01	<p>"New Ducts": Duct built after April 2012 (date of signature of the IAA)</p> <p>Section 1.3 and 3.2e.</p> <p>Ooredoo will <u>not supply</u> its duct elements if built after April 2012 and will not allow use for any other third party network operator.</p> <p>This is a limitation of the ducts accessible to the OLOs..</p>	<p>There is no operational and regulatory distinction between old and new ducts. The CRA can not see a logical justification of Ooredoo's arguments.</p> <p>"New" duct availability must follow the same general rules (if space is available then it can be used by the OLO).</p> <p>Ooredoo's position will render the RIAO almost useless as a lot of the network will not be usable and Qnbn cannot do services for VFQ if the cables for VFQ also need to use the Ooredoo network.</p> <p>It is quite normal, globally, for new assets to be available for wholesale service even if there is no requirement to build for the OLOs.</p> <p>Ooredoo's view creates discrimination, as only Ooredoo has access rights to use new ducts.</p>	<p>"Ooredoo believes that the list of exclusions from the RIAO are fully justified and supported by the Telecommunications law. The IAA provides that any new ducts from the commencement date of the agreement can be reserved 100% by Ooredoo – Ooredoo has reserved its rights in this respect. Ooredoo refuses to invest and build for OLOs, who may refrain from investing, even though they have the rights to do so under their licenses and obligations for certain coverage. We detail at some length in response to the CRA's questions that Ooredoo has no obligation to invest and build for other OLOs. The principle of non-exclusive access applies to all service providers. Ooredoo will not provide access to its ducts that are used exclusively by an OLO and which deprive Ooredoo of its right to compete fairly at the retail layer."</p> <p>Also: "Ooredoo maintains this clause [3.2e]. The IAA provides that any new ducts from the commencement</p>	<p>Agrees with CRA (cf. CD Q11 response for example).</p>	<p>Ooredoo position has no logical and/or legal and/or regulatory justifications.</p> <p>Ooredoo's position would impose major restrictions on the the RIAO and render it useless.</p> <p>"New" duct availability must follow the same general rules (if space is available then it can be used by the OLO).</p> <p>CRA confirms its position that ALL ducts shall be accessible to the OLO, regardless the date of built of the ducts..</p>

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			date of the agreement can be reserved 100% by Ooredoo – Ooredoo has reserved its rights in this respect. Ooredoo refuses to invest and build for OLOs, who may refrain from investing, even though they have the rights to do so under their licenses and obligations for certain coverage.”		
A01 02	<p>Definition of Ducts accessible to the OLO</p> <p>Section 2.1a</p> <p>Ooredoo has changed the definition, so that only elements (ducts and joint boxes) in the public domain can be used and not the Elements on private property. Leased Ducts have been also excluded.</p> <p>Ooredoo also claims Access means it “<i>excludes facilities or services for end users.</i>”</p> <p>If this is accepted then duct access and RIAO to customers is probably impossible.</p>	<p>Any element owned <i>or</i> leased by Ooredoo can be used, wherever located.</p> <p>If restricted to only those in “public domain” then there could be e.g. no access to Ooredoo ducts in Developments, on Ooredoo property or on customer sites.</p> <p>Other network elements might be leased by Ooredoo— this change by Ooredoo would mean they are not accessible to the OLO.</p> <p>Leased ducts to customers would need lessor’s approval, but that is handled in customer-site access clauses. The clause does not pre-suppose access rights. Ooredoo’s position restricts all such access.</p>	<p>Telecommunications Law provides at article 24 that a DSP must meet any reasonable request for interconnection and access to its telecommunications network.</p> <p>Telecommunications Network is defined within the law and limits its boundary to the network between network termination points, as is common internationally. Furthermore the term Access is also defined and specifically excludes facilities or services for end users.</p> <p>Ooredoo therefore maintains that RIAO is only applicable for providing access to ducts that are within the confines of a public telecommunications network. It cannot include any facilities that are outside of this remit.</p> <p>Furthermore, the CRA seeks to place an obligation on Ooredoo to provide access to ducts that it leases from</p>	None	<p>Ooredoo proposed change would pose a major restrictions on the RIAO and render it in large parts meningless.</p> <p>Access to Ducts must be granted regardless where they are located or whether they are owned or leased by Ooredoo - the emphasis is on effective control.</p> <p>This includes public and non-public spaces and ducts used to access end users (duct types D56 D54).</p> <p>Having the landlord to approve OLO entry in private space is reasonable and non-discriminatory, as Ooredoo requires such approval.</p>

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			<p>others (typically private developers), citing the Passive Telecommunications Infrastructure Access Regulations (Passive Access regulations) as a preamble.</p> <p>Whilst Ooredoo is not clear under what heads of powers the CRA believes it has the authority to compel property developers to effectively sub-lease their privately owned ducts to other OLOs, Ooredoo believes that to provide effect to the CRA requirements, Ooredoo would require written approval and acceptance by the owners of such ducts that it is willing to sub-lease ducts it may have provided access to Ooredoo and amend the existing agreements to reflect such a desire, and to hold harmless Ooredoo for any consequences from such action. Ooredoo would need to be written evidence before it would be willing and able to grant access to such leased ducts.</p>		
A1 03	<p>Ad Hoc Requests. Section 2.1e.</p> <p>Ad Hoc Requests are special requests that have special times or features (at a negotiated price).</p> <p>Ooredoo has deleted all references</p>	<p>This (Ad Hoc Requests) is a sensible requirement as some variations are required to cope with the OLO needs and with special situations, which can not be foreseen by a general Reference Offer. Hence, CRA could not set terms and conditions for all and any</p>	<p>Ooredoo proposed to delete this service option (no ad hoc): "Ad hoc requests are not defined and do not fall under this RIAO"</p> <p>"Ooredoo's access obligations under the ARF start and end with the RIAO.</p>		<p>The RIAO can not be all-encompassing and cover all and any cases. For a small and specific number of cases (Ad-Hoc) provisions need to be made.</p> <p>In case Ooredoo refuses reasonable Ad Hoc Requests or try to impose overly high charges CRA has the</p>

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	<p>to Ad hoc requests in the RIAO, but were accepted in the last round of consultation</p> <p>Ooredoo scope is to exclude the Ad Hoc from the RIAO, preventing CRA to intervene for setting disputes related to terms and conditions of non-standard products.</p> <p>NB. See also Sections 2.4e &amp; 2.5a, where Ooredoo has deleted ad hoc requests references.</p>	<p>"tailored services" potentially arising in the RIAO.</p> <p>CRA is of the view that Ad Hoc Requests must be part of the RIAO. However, services' specifications and charges have to be discussed and agreed by OLO and Ooredoo, with CRA intervening in case of disputes. Ooredoo</p>	<p>The RIAO represent the minimum obligations Ooredoo has towards OLOs. Where an OLO wishes to go beyond these minimum obligations, then this fall under normal commercial negotiations. In the event these negotiations fail, Ooredoo has no further obligation and the OLO is free to request the minimum service pursuant to the RIAO. It makes no sense for the CRA to have a say in a commercial negotiations between two parties where there is the protection of the RIAO."</p>		<p>possibility to intervene.</p> <p>CRA maintains its position and confirms that Ad-Hoc Requests is part of the RIAO.</p>
A1 04	<p>Qnbn claims that Ooredoo has reduced the number of (Administrative) Zones that can be requested in an Access Area Request (AAR) from 3 to 1.</p> <p>CRA notes that Ooredoo's proposed change was already rejected.</p> <p>Section 2.2b.</p> <p>An Access Area Request (AAR) is an initial request for right and information within an area in Qatar.</p>	<p>CRA suggested 3 Zones per AAR.</p> <p>This is a compromise reached after interaction with Qnbn and Ooredoo.</p>	<p>No rational provided.</p>	<p>If the number of zones per AAR is reduced to 1: Ooredoo "Not accepted. The OLO will need almost one and half year only to place AARs for entire state of Qatar. Moreover, some of the metro rings (inside Doha) is passing through 9 or 10 zones; this means that the OLO will need to wait for 2 months to place AARs to complete one route.</p> <p>This means 6 zones in one month as max. So <math>90/6=15</math> months to cover the entire state of Qatar</p> <p>We suggest to have <b>6 zones per AAR</b> for the areas within the</p>	<p>CRA has rejected Ooredoo change and set to 3 the number of Areas (Zone) that can be requested in an AAR. According to section 2.2 (d) stating "Ooredoo will process one AAR per two (2) week period", this means that the OLO may apply for 6 Zones per month.</p> <p>According to the above, the OLO will needs 30 months to have all the Zones in Qatar approved and available for placing its RARs. However, the above calculation does not take into account that the Areas already approved under the IAA will be immediately available for placing RARs (Cf. CRA Order on approving the RIAO of Ooredoo). Hence, with specific reference to Qnbn, the months needed to cover the entire State of Qatar will be lower than 30 months.</p>

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				boundaries of greater Doha.”	<p>Further, the CRA does not foreseen Qnbn covering all of Qatar. Qnbn network deployment will be more likely focused on a limited number of areas within Qatar.</p> <p>With regards to example made by Qnbn (the case of metro rings), CRA notes that this a typical case to addressed with an “ad hoc request” as defined in clause provided as an example by Qnbn in its response could be treated as an ad hoc request as defined in clause 2.1 c.</p> <p>CRA maintains that 3 Zones is a reasonable measure.</p>
A1 05	<p>On the number of Zones that can be requested in an Access Area Request (AAR), Ooredoo added an additional requisite.</p> <p>According to Ooredoo, it may agree with CRA's proposal to include 3 Zones in an AAR but “provided that the total aggregate duct segments contained in the AAR does not exceed 10,000 segments”</p> <p>Section 2.2b</p> <p>This will reduce the Area request to some <b>undefined</b> area that has not more than 10'000 segments.</p>	<p>CRA made no references / restrictions based on the number of duct segments included in the Area</p>	<p>Ooredoo does not provide any justifications to its proposal.</p>	none	<p>Ooredoo's position is not acceptable as it forms an unreasonable restriction and it is likely to be impossible to define, as the OLO can request an area, but it cannot request an area that somehow is defined not to exceed 10,000 segments as this requires a priori knowledge of the area and networks within Zones.</p> <p>On the contrary, Zones <i>are</i> recognised and definable.</p> <p>Ooredoo proposal is rejected.</p>
A1 06	<p>Route Area Request (RAR) – timings and triggers for the Access Area Request (AAR) to remain valid</p> <p>Section 2.2c.</p> <p>A Route Access Request follows the Access Area Request (AAR). A RAR defines the ducts within an area to</p>	<p>CRA had agreed that In order for an area to remain valid, so that a RAR can be submitted, the OLO had to <i>submit</i> the first RAR within 90 days of the approval of the AAR.</p> <p>RAR) to be valid the OLO had to <i>submit</i> a request for a specific</p>	<p>The first RAR has to be approved within 90 days of the AAR, otherwise the area will exire/considered closed. Then the OLO has to reapply for the AAR.</p>	(-)	<p>Ooredoo's change is more restrictive than in earlier versions (where a RAR had only to be <i>submitted</i> with 90 days).</p> <p>It is a quite possible that the first RAR will <b>not be complete</b> within 90 days as a RAR has a considerable timeline for normal completion</p>

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	<p>be used.</p> <p>Ooredoo requires now a Route Area Request (RAR) to be <i>completed</i> for an AAR to remain valid. Previously a RAR had only to be <i>submitted</i> within 90 days from the approval of the Area.</p> <p>The change would give Ooredoo the possibility to delay the completion of the RAR, with the effect to make the Area invalid obliging the OLO to repeat the process for opening the Area,</p>	<p>route, or else the area lapses. This is a "use it or lose it" approach.</p>			<p>anyway.</p> <p>It opens up a significant possibility that OLO cannot complete the AAR and the subsequent RAR and so the AAR lapses, which is a key impediment.</p> <p>Ooredoo's suggestion cannot be acceted.</p> <p>NB: Quartlery updated information on the opened areas (as per AAR) have to be proviced by Ooredoo so that the OLO has up-to date information to submit the RAR (cf. issue MB 03)</p>
A1 07	<p>Ooredoo wishes to deliver only maps and not information based on GIS anymore.</p> <p>Section 2.3j. Earlier version had delivery of maps and GIS (electronic data on equipment locations). GIS is required to made detailed plans to use the network elements. Ooredoo has changed to less than CRA specified.</p> <p>In its submission Qnbn wants more than CRA specified.</p>	<p>Ooredoo to deliver GIS data to the OLO.</p>	<p>"There is no the justification to provide OLO this kind of information in this stage as from the provided map they can decide which route is required. And as above AAR could cover 3 zones which could cover huge number of ducts."</p>	<p>Qnbn requires more than CRA specified: "This includes an updated XML of the area requested, and the updated DSRs (Desk Survey Report) of the spans within the same area."</p> <p>Reasoning: "This XML should include all the updated information of the network elements within the area. many times it happened that the area had different physical status than the information supplied. this applies to the DSRs which are very important for design and route selection and can cause extensive delays for the OLO to reach the customer(s)."</p>	<p>Ooredoo's change limits the usefulness of information available to OLO.</p> <p>This is discriminatory, as this information exists within Ooredoo. Providingelectronic maps (GIS) is not arduous, but even easier than copying/printing maps.</p> <p>CRA maintains that the issued-version of RIAO is reasonable and should remain.</p>
A1 08	<p>The Further Information Requested is issued by Ooredoo when a RAR is incomplete.</p>	<p>CRA had specified a further clarification round would be allowed.</p>	<p>Ooredoo will only issue <b>one</b> Further Information Request. Ooredoo has</p>		<p>This change opens up more potential to kill a process for small issues that Ooredoo deems to be</p>

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	<p>Section 2.5d.</p> <p>Ooredoo is of the view that Ooredoo only <b>one</b> further information request must be issued. .</p> <p>This implies that the RAR is rejected if the OLO does not provide the missing information when responding to the Further Information Request.</p>		<p>already provided the OLO with a clear list of required information. It makes no sense for the OLO to fail to provide such information after one further information request.</p>		<p>not sufficiently complete.</p> <p>The change is not acceptable.</p> <p>CRA maintains that Ooredoo has to issue two Further information requests before to cancel the RAR.</p> <p>One round of interactions may not be sufficient to provide all the missing information.</p>
A1 09	<p>This is also related to the Further information request (cf. issue A1 08).</p> <p>Ooredoo proposes: In respect to the first RAR submitted pursuant to an AAR and where the OLO fails to complete the information as required within the validity period of the AAR, OLO's RAR will be cancelled and will be required to submit a new AAR."</p> <p>Section 2.5 g iii.</p>	<p>CRA's final text in the CD was: "iii Ooredoo may reject the Updated RAR only on the grounds that the information required with the Further Information Request has not been provided by the OLO and still not compliant with the minimum requirements specified in clause 2.5 (a). Where the OLO has still not provided the complete information as required, Ooredoo shall issue a subsequent and <b>final</b> Further Information Request."</p> <p>CRA clause was aimed to set a process that is not open indefinitely.</p>	<p>The CRA has inserted "Send to the OLO a Further Information Request specifying clearly the information still missing and required from OLO in order for it to comply with clause 2.5 (a) of this Annex. In this case, the process will then flow as per clause 2.5(c)". Again the CRA is renegeing on what had been agreed in Meetings. If the updated RAR is not complete for the second time, Ooredoo has the right to reject the updated RAR. We cannot keep this loop opened indefinitely – Ooredoo is not being compensated for errors or general incompetence of an OLO.</p>		<p>Ooredoo reasoning (in its position) is not related to the final text it has inserted.</p> <p>CRA rejects Ooredoo proposed change.</p> <p>If the OLO fails to provide the further information requested by Ooredoo to complete a RAR, the OLO has the right to submit a new RAR – and not to restart the process with an AAR - within the period of validity of the Area.</p>
A1 10	<p>Ooredoo proposed to delete the requirement for a preliminary assessment of the capacity to be delivered to the OLO as per the RAR.</p> <p>Section 2.5gii.</p>	<p>A preliminary assessment of the capacity is useful to OLO and is not a major burden.</p>	<p>There is no availability of Ooredoo files that could show a preliminary assessment of available capacity. Only information that is available is duct space record already</p>		<p>Ooredoo's response is unbased, as Ooredoo provides this information under the IAA.</p>

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			mentioned.		
A1 11	<p>Related to the fulfilment of the RAR Ooredoo inserted "<i>and agreed by Ooredoo</i>".</p> <p>This means that Ooredoo has to agree to change the order of the RAR to be fulfilled. Previously the OLO could decide.</p> <p>Section 2.5g/h (depending on re-numbering with Ooredoo edits).</p>	<p>This cannot be included, as the RAR order cannot be changed if the request is agreed by Ooredoo (it has already been processed). Ooredoo's position implies it can arbitrarily change the order, which is not acceptable.</p> <p>It is reasonable for OLO to ask for a new request to take priority over its own earlier orders.</p>	<p>Ooredoo has the right to alter the order of request asked by OLO if circumstances dictate so.</p>		<p>CRA views it as reasonable for the OLO to alter the order of its own requests.</p>
A1 12	<p>On the number of elements that can be ordered, Ooredoo changed text from 350 km to 1,500 duct segments.</p> <p>Section 2.5 h &amp; 3.1i</p> <p>CRA had specified that the number of elements that can be ordered, surveyed and installed per month were consistent and aligned to the IAA values. This was defined in #km, consistently with all other comparable measures defined in the RIAO. Ooredoo has altered this to # duct segments, but this length varies depending on the spacing of joint boxes and manholes and so it is less objective</p>	<p>CRA considers the IAA desk survey limit of 350 km in 2 weeks and 700km per month to be a reasonable figure. The rest of the RIAO is made consistent with this. Segments # limits could limit work especially in dense urban areas (short segments).</p>	<p>No reason given</p>		<p>The change is rejected.</p> <p>The CRA limit is more objective and consistent with IAA.</p>
A1 13	<p>Small text variations added by Ooredoo that restricts site survey to only the elements in the RAR.</p> <p>Section 3.1 a.</p>	<p>CRA allowed some flexibility on the elements to be inspected during the site survey.</p> <p>Some variations to what is surveyed seem reasonable.</p>	<p>The Site Survey must imperatively be with regard to the Network Elements that are the subject of the Route Access Request. It cannot be anything else.</p>	<p>Qnbn has mentioned (CD response) that Ducts Space Records are often not accurate so survey may need to check some other ducts.</p> <p>This position seems reasonable to CRA.</p>	<p>CRA supports some variation to look at other ducts and manholes if needed.</p> <p>This is reasonable. Further, if DSRs are not always accurate, it is sensible to allow some additional elements, "<i>just in case</i>" the RAR-listed elements are not sufficient.</p>
A1 14	<p>Deletion of text about completion of</p>		<p>Ooredoo notes that is</p>		<p>The Ooredoo deletion is to be</p>

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	tasks if by already started. Section 3.1j.		unclear what activities are being referred to here.		accepted as it is unclear.
A1 15	Qnbn is against a clause requiring a new RAR, if following the Site Survey results, the OLO requests an alternative route, which was not included in the original RAR  Section 3.1h.	CRA included this clause after discussion with Ooredoo.  This makes the process clean.	(-)	OLO prepared his preliminary design, and engaged his contractor to survey the required route based on the DSRs (Desk Survey Report) provided by Ooredoo. If the alternative route is required due to site constraints which are not shown in Ooredoo response (the DSR) then the OLO shall have the right to survey the alternative route directly without new RAR. RAR, Design, and Site survey costs the OLO money, time and efforts which should not be duplicated due to inaccurate data given by Ooredoo. Also, we recommend that a SLA on the accuracy of the DSRs shall be introduced in the RIAO.	CRA confirms its position.  CRA sees the need to have an updated RAR which includes the information needed to move to the next steps of the process (capacity calculation and subsequent provisioning request).  This makes the process more clean and verifiable.
A1 16	This is related to the submission of the Site Survey Results.  Qnbn suggests that the Site Survey Results should be optionally submitted with a provisioning request while according to the process included in annex 1 the Site Survey Results should submitted after it is done (  Section 3.1j onward.	Site survey results to be submitted and approved before the Provisioning request starts.		"No need to introduce Site Survey Results as a separate step in the process. The site survey findings, together with the capacity assessment is applied together with the PR submission."	Not clear exactly what wording or process is required by Qnbn.  The site survey process is needed.  Qnbn added the site survey report is a document to be submitted within the Provisioning Request. CRA agrees.  However, this should be the report approved according to the process of the site survey regulated by

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					<p>clauses 3.1 onward.</p> <p>CRA makes small changes according Qnbn comments but current text has been generally confirmed.</p>
A1 17	<p>On the capacity calculation, Ooredoo is of the view that it can reserve 75% of space in empty ducts.</p> <p>Section 3.2e.</p> <p>This Ooredoo change is new and was not seen before. It reserves duct space unilaterally.</p>	<p>25% limit was set in earlier versions.</p> <p>This was set already higher than the general limit of 15% because CRA assumed that Ooredoo duct built more recently are more "<i>efficiently planned</i>".</p>	Ooredoo suggests 75% reserve as a compromise		<p>The new reservation level is unreasonably high and not justified in any way.</p> <p>The change is rejected.</p>
A1 18	<p>On the capacity calculation, Qnbn proposes to alter the definition of Maintenance capacity.</p> <p>Section 3.2b</p>	Qnbn's point was discussed internally by CRA team.		Suggest that maintenance capacity to be considered only once for the whole duct bank and not for each duct separately. Calculating the maintenance capacity and applying it for each individual ducts cuts large amount of the available duct space unnecessarily and reduces the usability of the duct infrastructure.	<p>CRA is not convinced that calculations by duct bank are robust/sensible/reasonable, as claimed by Qnbn.</p> <p>CRA confirms the existing text.</p>
A1 19	<p>On products to be included in the RIAO, Ooredoo deletes sub-ducts as a product.</p> <p>Section 3.2 g and 4.4c.</p>	<p>CRA had agreed to sub-ducts not being approved. See comment under Scope in Main Body. If agreed then the deletion is acceptable, but Qnbn evidence of them being used would make then allowed.</p> <p>CRA however notes that it seems reasonable that OLO can use these. Why restrict OLO just because Ooredoo does not use them?</p>	No reason given.	Qnbn wished to have sub-ducts and poles in the RIAO.	<p>CRA currently does not agree to sub-ducts (cf. CRA's position on Question #2 of the Consultation).</p> <p>CRA is of the view that the introduction of the sub-ducts is not very significant. Sub-ducts may be helpful for installing cables where space availability is limited. However, CRA is not aware that space availability has been a major problem yet it is since now a critical topic.</p>

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					<p>Further, CRA shares some of Ooredoo concerns in allowing the sub-ducting to OLOs (i.e. the difficulties in removing the sub-ducts when not needed anymore).</p> <p>On the sharing of the poles, CRA highlights that this is the first time CRA has received this request from Qnbn. Hence, the current RIAO Documents have not been developed to deal with the sharing of poles and many months of additional work would be needed to include it in the RIAO Documents. Given the low relevance of the sharing of poles compared to the access to ducts, CRA does not want further delay the approval of the RIAO.</p> <p>According to the above, CRA position is as follow:</p> <ul style="list-style-type: none"> <li>a) Sub-ducts and sharing of the poles shall not be included in the RIAO Documents at this stage</li> <li>b) If OLOs have evidence of existing sub-ducts or proof that they are needed and feasible, the OLOs shall use the relevant clauses of non-discrimination and feasibility for introducing new products in the RIAO. This can also be applied also to sharing of the poles.</li> </ul>
A1 20	<p>Reserve Capacity, which is influencing the duct capacity available to the SPs.</p> <p>Previously 6 cables was the maximum number of cables in a duct, unless Ooredoo itself had</p>	<p>Limit of six cables was accepted as standard claimed by Ooredoo.</p> <p>CRA specified that the limit is not valid anymore if Ooredoo has installed for itself more than</p>	No reason given	Available capacity shall be calculated based on the introduced formula only regardless the number of existing cables in the duct. Many DSRs received from Ooredoo is showing more	<p>CRA understands that the limit of 6 cables is, in various instances, not adhered to by OO itself. This would cause severe discrimination concerns.</p> <p>An approach on "regulation trough</p>

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	<p>installed more than six cables.</p> <p>Now Ooredoo wishes to change this restriction that 6 cables in a duct is the maximum unless Ooredoo exceeds this figure <b>after the RIAO signature</b>.</p> <p>Section 3.2</p> <p>Qnbn maintains 6 cables should not be the limit.</p>	<p>6 cables (non-discrimination).</p> <p>If more than 6 cables have been installed by Ooredoo, then there is no reason why OLO should not benefit from this. This totally new restriction (not in earlier versions) has been added.</p>		<p>than 6 cables installed by Ooredoo in the same duct.</p> <p>As the duct infrastructure is scarce resources and very difficult to duplicate particularly in the urban and modern areas, attention should be given to how to make best use of such scarce resources (without harming or risking exiting cables) not to limit the utilization by introducing limitation that make no sense! As an example, in the access and drop networks, the used cables are normally small in diameter and short in distance, this makes it possible and desirable from cost and delivery perspective to lay more than 6 cables, easily and without risk to the existing cables. We believe the 6 cables limitation is a blind rule that has no scientific basis.</p>	<p>litigation", where CRA has to intervene in disputes is for all parties time and cost intensive.</p> <p>On balance, a generic rule of an 80% capacity limit is reasonable and relatively easy to implement and administer.</p> <p>Hence, the CRA has now amended the clause accordingly.</p>
A1 21	<p>The issue is on access to D56 duct which is a small duct that typically goes into an end customer building.</p> <p>RIAO states: Access to D56 (lead in ducts) shall be possible subject to the OLO providing Ooredoo with the form as set out in Appendix 14 duly signed by the landlord.</p> <p>Section 3.2h</p> <p>Qnbn is of the view that there is no</p>	<p>The process was agreed with Ooredoo as a compromise to get some agreement to allow premises access in the first place.</p> <p>CRA could move more towards the Qnbn position as some of it is reasonable and it was considered in earlier version of the RIAO.</p> <p>An issue was liability and</p>		<p>"Totally Rejected. The introduced form is anti-competitiveness action where Ooredoo is not providing similar form when they are connecting any customer. Ooredoo is one of 3 Service Providers not the only one. If such form is required then it should be presented to the CRA by each of the service providers not to be</p>	<p>CRA position is confirmed.</p> <p>However the form has been modified to accommodate Qnbn comments (i.e. mention to civil works has been deleted).</p> <p>CRA sees a liability issue which is mitigated with the consent of the landlord.</p> <p>Ooredoo is usually connecting or making works on its own customers,</p>

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	<p>need for the OLO to get the approval from the Landlord to access the building / private space for using the D56 Duct.</p> <p>Similar comment was made by Qnbn in reference to 4.2a</p>	<p>permissions – could the OLO cause damage or do things that reflect negatively on Ooredoo, even though Ooredoo is only involved with optional supervision and giving permission to use its ducts or to share a duct with its own cable. CRA therefore agreed to an end customer approval form.</p>		<p>submitted by OLO to Ooredoo. Also the form is written in a way that any landlord will reject to sign it as it is mentioning that the OLO will do civil inside the premises and may cause damage to the premise! although the civil works inside the premises in the owner responsibility and the OLO will only lay cables by connecting the lead-in to its network (or use Ooredoo connection under this RIAO) without doing any civil inside the premises.</p> <p>Finally, Ooredoo fear that the OLO may break its existing cable is the same risk in all the network not only in the lead-in and will be dealt in the same way if any harm to Ooredoo network is happened anywhere in the network. “</p> <p>“Connecting of customer premises is between premises owner, OLO and CRA (if required) not Ooredoo.”</p>	<p>where it is immediately recognized as responsible for damages or service interruption.</p>
A1 22	<p>On capacity constraints, Ooredoo added the following clause: “For the avoidance of doubt, Ooredoo reserves the right to book at least one joint closure for future usage irrespective of the type of JRC”</p> <p>Section 3.3a</p> <p>There is substantial amount of small</p>	<p>This is an opportunity to book a number of closures without any justification or reason given.</p> <p>Such arbitrary and unlimited methods to restrict use by the OLO must be avoided.</p>	<p>Ooredoo reserves the right to book at least one joint closure for future usage irrespective of the type of JRC. This has been explained to the CRA. This is discriminatory and anti-competitive and does not provide any incentive for the OLO to invest. Moreover,</p>	(-)	<p>The Ooredoo changes are not accepted.</p> <p>There is substantial amount of small JRCs with four or twelve joint closures. Ooredoo proposed change will effectively foreclose OLO access.</p> <p>The capacity reservations have been</p>

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	<p>JRCs with four or twelve joint closures.</p> <p>Ooredoo proposed change will effectively foreclose OLO access.</p>		<p>Ooredoo will not spend additional resources to build another joint closure for itself while OLO benefits from an Ooredoo constructed JRC. From the technical standards standpoints we already explained the constraints to CRA and we will not accept its proposal without any technical justification.</p>		<p>updated in the latest version of Annex 8 Section 3.1 Capacity Calculations, that allows some reservations for Ooredoo, but leaving space available for the OLO too.</p>
A1 23	<p>On capacity constraints, Qnbn commented on disrepair, which is one the component influencing the Capacity Available.</p> <p>Section 3.3a</p>			<p>Ooredoo shall maintain the network in good condition for use, so it is not accepted to limit the available capacity due to disrepair. Also the term disrepair is not defined and therefore can always be used to limit the available capacity.</p>	<p>Ooredoo is interested in maintaining the network on good conditions and CRA assumes that the part of the network in disrepair is not significant.</p> <p>However, CRA has to consider that some part of the network may be in disrepair, reducing the capacity available.</p> <p>CRA confirms the text as consulted on. CRA may review its position if OLOs demonstrates that relevant portion of Ooredoo Network is in disrepair, significantly reducing the space availability.</p>
A1 24	<p>On Technical Standards applicable to the RIAO, Ooredoo change repeats its request to attach a CD with all relevant technical standards of Ooredoo as part of Annex 8.</p> <p>This CD will be given to OLO before the signature of the agreement.</p> <p>Section 3.3c.</p>	<p>Items not in the RIAO Annex 8 are not part of the RIAO.</p> <p>The CRA has no visibility/control of such a CD presented from time to time to OLO.</p> <p>All technical document should be part of Annex 8.</p>	<p>The CRA has re-labelled annex 8 Ooredoo technical standards to specifications and limited conformity to only annex 8. However, as Ooredoo has explained, there are numerous technical standards that are contained in the CD that is made available to contractors. These must be part of the technical standards that must be conformed to by an OLO. Ooredoo will not accept a</p>	(-)	<p>All valid technical standards have to be part of the RIAO.</p> <p>If technical standars change/evolve Annex 8 can be updated as per the rules of the RIAO.</p> <p>Cf. also CRA's Ccomments and Decision on Question #22 of the Consultation.</p>

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			situation where an OLO installs or makes any amendments / modifications to network elements that are not in conformity to the complete Ooredoo standards. Ooredoo can provide to the OLO, prior to the Agreement negotiations, a copy of these standards and these shall be part of Annex 8		
A1 25	<p>On the amount of Ducts which can be provisioned (made available and installed), Ooredoo has reduced it to 200 segments per month.</p> <p>Section 4.1a.</p> <p>Previously CRA specified a length in #km as the limit was based on the IAA. This was consistent with the order and site survey limit.</p>	Amounts were defined in #km, as consistent with IAA and other parts of the RIAO.	Ooredoo can handle 10 PRs per week not exceeding 200 ducts segments in all the 10 PRs and this is consistent with clause 2.2(b). Ooredoo advises against using distance in km for the above reasons.		<p>The change is not acceptable for two main reasons:</p> <ul style="list-style-type: none"> <li>- 200 duct segments might be a very short distance in city area (with perhaps 50m per segment or less is possible). The reduced lengths per month are not justified and too limiting on the OLO. Hence, Ooredoo change will increase the time for the OLO to build its own network</li> <li>- The RIAO defines measures in #km. It is relevant to use the same unit of measure to ensure consistency. As example, order and survey limits are also set in #km. Having segment as unit of measure for the provisioning limit could lead to the OLO capable to order and survey more #km of network element than it can install.</li> </ul> <p>CRA confirms that the maximum limit is of twenty (20) provisioning requests which, cumulatively, shall not exceed three hundred and fifty (350) km of ducts per two week period.</p>
A1 26	On the Provisioning Process, Ooredoo suggests that "No	CRA text allowed parallel working which is considered a	Processing PRs which require interconnection or		The Ooredoo proposal eliminates any risks to waste time in managing

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	<p>Provisioning request shall be processed without the Interconnection request or blockage clearance (where relevant) request being approved and completed with a formal acknowledgement of successful completion certificate attached within the Provisioning Request."</p> <p>Section 4.1a</p> <p>According to Ooredoo proposed change, the provisioning process should start only after the Interconnection Request or the Blockage Clearance – when they are needed or requested – have been approved.</p>	<p>more efficient process.</p>	<p>blockage without any of the latter being approved means that the PRs are then put on hold. For a more efficient process, it is better that PRs are processed only when the required interconnection or blockage clearance has been approved.</p>		<p>a Provisioning Request which may not be implemented because the interconnection or blockage clearance cannot be performed.</p> <p>However, CRA notes that the Ooredoo changes reduced flexibility and slows processes.</p> <p>The change is not accepted by CRA.</p>
A1 27	<p>Changed by Qnbn to "if applicable, the Acceptance Notice of the approved (not implemented)!! Interconnection Request in accordance with Annex 5"</p> <p>Section 4.1a iv.</p>			<p>Totally Rejected. Implementation of the IR will be during the implementation after approval of the PR. Who will bear the cost and time if the IR is implemented successfully and accepted by Ooredoo, then the PR is not approved?? The PR should be submitted before the execution of any interconnection requests.</p>	<p>Cf. issue A1 26 which accommodate Qnbn comments.</p>
A1 28	<p>On Customer premises request, Ooredoo has removed (again) all clauses relating to a request to use ducts to customer sites from the Ooredoo network.</p> <p>Ooredoo is of the view that it does not accept premises request, but this should rather be addressed between OLO and landlord.</p>	<p>In the June version of the RIAO, CRA stated in its comments:</p> <p>"CRA notes the deletion again of this section. This has become a ping-pong insert/deletion process. The only support for the Ooredoo position is the comment that Ooredoo does not own the assets and this states</p>	<p>(a to k, access to end user premises) added by CRA is not acceptable. Access to end user premises should be solved by OLO and landlord. We will just supervise work if we have cables inside the landlord premises. However, duct to our last joint box are</p>	<p>Qnbn has proposed some variations to the processes. These are not major changes.</p> <p>Deletion is assumed by CRA to be not acceptable, as these clauses were the basis of the original version from Qnbn delivered in</p>	<p>For an end-to-end process it is vital that also D56 ducts (lead in ducts), which are under the effective management of Ooredoo.</p> <p>CRA is of the view that the access to customer premises must be addressed and included in the RIAO.</p> <p>Premises access is required and</p>

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	Section 4.3.	<p>“Distinction is made between Lead-In ducts which connect the Ooredoo Joint-Box and the End-User Boundary (This belongs to Ooredoo and access is provided subject to 1.2 above (Conditions of Supply) and Sub-ducts which are ducts that connect the End-User Boundary to the End-User premises. These are privately owned and the OLO would require the landlord approval before accessing those ducts.”</p> <p>“CRA notes that the points raised I n the below Comment and CRA text box have not been addressed. It would have been more constructive to propose developments of the process to clarify demarcations of responsibility with respect to access ducts. CRA appreciates that access ducts are customer owned and the OLO may need to liaise with the customer. This does NOT absolve Ooredoo from any actions because; any actions by the OLO impinge on Ooredoo existing cables; all knowledge, access rights and contact interfaces with the customer exist with Ooredoo; there is a pre-existing relationship and contract. It is unreasonable to have no Access provisions in the agreement.”</p> <p>“The OLO must be able to build upon the existing Ooredoo-customer situation (see earlier point about non discriminatory</p>	managed through RIAO. - No compromise.	2014.	covered under the RIAO. OLO has to get Landlord approval (cf. issue A1 21)

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		<p>treatment) or else the OLO is hugely disadvantaged compared to Ooredoo if another access cable is to be installed. Ooredoo is instructed to leave the text in and not to delete. Where necessary, clarifications may be made on the OLO's required actions with the customer. This is in line with the CRA comment below that was included in the earlier RIAO version."</p> <p>"Customer access was discussed at the June 11th meeting an customer access was accepted and Ooredoo permissions and inclusions were agreed to be part of process (process cannot be deleted again)"</p>			
A1 29	<p>On the Provisioning of of Network Elements:</p> <ul style="list-style-type: none"> <li>- Ooredoo added a clause stating "and (ii) where Ooredoo or another OLO already has works planned in the concerned area" in the provisioning. This addition allows Ooredoo to stop work if Ooredoo or another OLO is working in the area where the provisioning is planned.</li> <li>- Whole clause is objected to by Qnbn, even before seeing the Ooredoo change. Qnbn states "Ooredoo will propose and agree a provisioning plan." Qnbn states: "What if the proposed plan does not meet the OLO expectations? There is no timeframe of such plan which may be used by</li> </ul>	<p>Ooredoo is almost <i>always</i> likely to have planned work in the area. So this opens up unreasonable delays that would not cause Ooredoo to delay implementation and is also discriminatory.</p>	<p>This (deletion) is unreasonable. Ooredoo has already explained to the CRA, that in case another OLO or Ooredoo has planned work at the area, the OLO cannot access it and furthermore, Ooredoo also committed to providing documents proving such planned works.</p>	<p>"Totally rejected. The mentioned reasons shall not stop any approvals or network element provisioning. The mentioned reasons may stop the actual implementation works subject that it is issued from authorized governmental entity (not Ooredoo) and to be applied on all service providers (including Ooredoo). For example; national security reasons shall be issued by (MOI, QAF, etc.) not by Ooredoo and this will limit the implementation activities in specific area</p>	<p>Ooredoo's change is rejected.</p> <p>It is almost likely to have works of Ooredoo or other OLOs planned in the Area where the provisioning is planned.</p> <p>CRA modified the clause to accommodate Qnbn comments and have a close process with clear timeframe.</p> <p>In particular, CRA added that Ooredoo may reject OLO proposed pain for implementation "only for exceptional circumstances that are beyond the reasonable control of Ooredoo, such as emergency, national security or government orders in which case Ooredoo shall</p>

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	<p><i>Ooredoo to reject all the PRs."</i></p> <p>Section 4.3a.</p>			<p>for specific time for all the telecom licensed operators. Such reasons should not be addresses in this RIAO."</p>	<p><i>provide the relevant documentation confirming such works"</i>.</p>
A1 30	<p>The issue is on the rejection of elements eventually made by the Ooredoo.</p> <p>Ooredoo changed the time to reply (10 BD instead of 5 BD). Also, Ooredoo would clarify that an alternative solution is not always available.</p> <p>Section 4.3 d.</p>	<p>CRA required Ooredoo to provide the OLO with an alternative solution in case of rejection of the elements.</p>	<p>If Ooredoo receives a rejection notice then Ooredoo had proposed 10 business days to suggest an alternative solution, if any. The CRA has changed this to 5 business day and deleted the words "if any", which makes the presumption that there will always be a solution. Five business days might not be enough to find a solution if issues are complicated, and there may be circumstances where there are no solutions.</p>		<p>CRA has reviewed clauses 4.3 c ii and 4.3 d to mitigate Ooredoo comments, but text is deemed reasonable.</p>
A1 31	<p>Ooredoo proposes a formula to set a limit on the time for the OLO to complete its own work.</p> <p>Clause states that OLO has to complete its own work "in accordance with the following formula: <math>10 + 0.1 \cdot A + B = C</math> days, where 10 means 10 days for mobilisation, A means the total number of duct segments for this PR, B means the number of days delayed for unforeseen reasons subject to justification and C means the total number of days within which the PR must be implemented.</p>	<p>The timelines and formula from Ooredoo are not acceptable and slow delivery is mainly OLO's problem and it should not restrict another OLO or Ooredoo, except in the situation when work is needed simultaneously on the same elements. Ooredoo has the installation plan, and that was already agreed to by Ooredoo so the risk of inconvenience is low.</p> <p>CRA already rejected the formula stating in an earlier version: "This is rejected again. It is unreasonable. Two long segments each 1km long must</p>	<p>CRA's comment that slow is only OLO's problem is absurd – OLO working on Ooredoo's network elements actually prevents Ooredoo from working on those network elements. Any delay from the OLO impacts Ooredoo or any other third party requiring access to the network elements</p>		<p>Ooredoo's formula is not acceptable.</p> <p>CRA rejects the change.</p>

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	Section 4.4b.	be done in less than half a day."			
A1 32	<p>New addition by Ooredoo on the post implementation part of the process: <i>"OLO acknowledges and agrees that the As Built Drawing are mandatory and Ooredoo shall be entitled to refuse access to the implemented Network Elements until the As Built Drawings have been provided."</i></p> <p>This has the ability to severely delay the process.</p> <p>Section 4.6a.</p>		No reason given		<p>The change is not required. It could slow work. Ooredoo has already inspected the elements and accepted the elements.</p> <p>CRA does not accept the change.</p>
A1 33	<p>On lease termination, Ooredoo proposes that if "the OLO has not made any effective use of the Network Elements provisioned within a six (6) month period from the provisioning of the Network Elements by Ooredoo, Ooredoo may cancel the provisioning and it can use the element. Effective use here means that the OLO has started providing service through the provisioned Network Elements pursuant to this RIAO"</p> <p>Section 4.8d.</p> <p>This requires the OLO to use the Network Elements within 6 months.</p>	<p>In previous draft version, CRA made comments on this. "Use" of the element is an issue. What the OLO does with a cable is the OLO's problem – nothing to do with Ooredoo if the OLO is paying for it.</p> <p>The element is agreed by Ooredoo to be available in the request and capacity analysis approval, so it is not a scarce item as suggested by Ooredoo. It is ordered and paid for once it is provisioned by Ooredoo.</p> <p>NB Qnbn wants payment from when installed and accepted by Ooredoo.</p>	As a general principle, the OLO cannot book the network element for 6 months without using it, whilst other OLOs or Ooredoo may need such elements (similar to the scarce resource principle as applied to spectrum).		<p>Ooredoo's addition is unreasonable as OLO pays for the element once provisioned by Ooredoo.</p> <p>The OLO is paying for the element provisioned and it is up to the OLO to decide when to pull in its cable.</p> <p>CRA notes that Ooredoo has the right to reserve capacity for two years: accordingly, the limit of 6 months which Ooredoo would impose to the OLO is discriminatory.</p> <p>Ooredoo change is rejected.</p>
	<p>On Lease Termination, Ooredoo suggests a clause that requires removal of the OLO cables if the duct space service is terminated.</p> <p>Section 4.8d.</p>	<p>CRA had already covered the case with the next clause 4.8 e: "in the event that removal is not feasible for example due to adverse risk of damage to other elements, then the charges shall stop from the date of this non-feasible decision being made"</p>			<p>CRA confirms the rational as expressed at the time of the CD.</p> <p>Addition suggested by Ooredoo is rejected.</p>

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		Reinsertion is not relevant.			
A1 34	<p>Insertion of new text that allows continued billing if the element cannot be removed. "Ooredoo shall be entitled to continue billing the OLO as if the Network Element has been used"</p> <p>Section 4.4e.</p>		<p>If upon lease termination the network element cannot be recovered by OLO, it will occupy the infrastructure for no reason and constitutes an opportunity cost. Ooredoo believes in such circumstances that it is entitled to continue billing the OLO as if the Network Element has been used.</p>		<p>The decision on if it is not feasible to remove is Ooredoo's, and so this allows Ooredoo to charge indefinitely for an unused OLO cable.</p> <p>CRA rejects the Ooredoo addition that gives ability for Ooredoo to bill indefinitely for unused cable and when only Ooredoo makes this decision</p>
A1 35	<p>On the refunds of the access charges, Ooredoo added "except where such Access Requests remain pending due to factors beyond Ooredoo's reasonable control"</p> <p>Section 5.5d and 5.5e</p> <p>This addition means that orders cannot be terminated by OLO if the reasons are beyond Ooredoo control.</p>		<p>Refunds of Access Request fees can only apply to Access Requests that are not ultimately provisioned due to lack of feasibility or other circumstances outside the reasonable control of Ooredoo – not the OLO. Ooredoo notes that the CRA has not given any explanation for the changes to this clause. Moreover, Ooredoo would need to be reasonably compensated if for reasons beyond its control, the requested elements cannot be provisioned.</p> <p>If there are external factors (authorities, government agencies...etc.) leading to pending actions which reaches FL3 level Ooredoo will not provide refund</p>		<p>CRA considers that Ooredoo is not responsible <u>only</u> in case of force majeure as defined in the RIAO.</p> <p>Ooredoo proposal is too broad. It would negate normal SLA principle and it would make Ooredoo have few liabilities for most normal failures.</p> <p>It undermines the basic principles behind having SLAs.</p>
A1 36	<p>On Materials that can be used, Ooredoo added: "Exclusion of materials by Ooredoo shall be based on any circumstances such as that</p>	<p>CRA text was accepting exclusion of material in "exceptional circumstances such as that the materials cause</p>	<p>Ooredoo has made it clear that any material which might harm Ooredoo's infrastructure shall not be</p>		<p>This Ooredoo change is restrictive.</p> <p>"Any risk" can be interpreted in a way that would ban any thing</p>

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	<p>the materials cause any risk to: safety or other to operations or to existing services.”</p> <p>Section 8b.</p> <p>This limits what the OLO can install.</p>	<p>significant risk to: safety or other to operations or to existing services”.</p>	<p>accepted. All appropriate and accepted tools should be used by the OLO in their works.</p>		<p>unreasonably. The Ooredoo text is too limiting - “Any circumstance” and “any risk” – and allows anything to be refused as almost anything has <i>some</i> risk associated with it.</p> <p>There would be no control to ensure Ooredoo only makes reasonable assessments.</p> <p>CRA rejects this blanket restriction.</p> <p>This should facilitate the agreement on the list of approved materials (cf. clause 8 of annex 1).</p> <p>Wasn't this discussed somewhere else? If yes, please insert a reference</p>
A1 37	<p>Re-introduction by of overly specific identification requirements such as only red or maroon coloured cables.</p> <p>Section 8c.</p>	<p>This had been deleted in previous versions (and CRA thought this was accepted) but it is now re-introduced by Ooredoo.</p> <p>CRA had understood that Ooredoo had accepted such detailed requirements were not reasonable and unfairly restricted the OLO.</p>	<p>No reason given for text</p>		<p>This restriction is not accepted.</p> <p>CRA does accept clear labelling by the OLO, but limited colours is over-specifying the requirements.</p> <p>Rules on labelling the cable and other elements are already included in Appendix 12 to Annex 1.</p>
A1 38	<p>References to Annex 9 safety and security are objected to by Qnbn.</p> <p>Section 1.2d</p>	<p>CRA reluctantly agreed as Ooredoo stated this was required by all vendors and it would not take up more time and one form could cover many tasks.</p> <p>Ooredoo seems to have gone back on this principle such as 24 hours is no 48 hours.</p>		<p>Object to the new requirements</p>	<p>Addressed under Annex 9</p>
A1 39	<p>Comments from Qnbn but no</p>			<p>Since the PR can be</p>	<p>CRA adjusted text.</p>

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	<p>revised text.</p> <p>Section 4.1bii.</p>			<p>rejected then why the COMPLETED IR is a pre-requisite of the PR?            What if the IR is completed and then the PR rejected? shall the OLO charge the cost incurred due to implementing the IR to Ooredoo ?            It is obvious that the implemented IR can not be a condition to apply for a PR.</p>	
A1 40	<p>On premise requests deletion by Qnbn: "The OLO is responsible for making its own commercial arrangements with the customer for the use of the duct and customer site termination room. This includes contractual issues and permissions to install which shall cover liabilities for damage to existing services"</p> <p>Section 4,2j</p>	<p>Added for clarity and it does no harm. Although also removed by Ooredoo, this is because everything in section is removed by Ooredoo – and this would not be acceptable to Qnbn.</p> <p>The clause protects Ooredoo – which seems reasonable.</p>	<p>Ooredoo also has this deleted, but along with most of rest of the section.</p>	<p>This is subject to agreement between OLO and the customer and is not related to this RIAO. Should be removed from the RIAO</p>	<p>Clause removed because Qnbn comment is valid.</p> <p>Ooredoo is already protected by the clauses on liability for OLO damages and by the form to be signed by the Landlords (cf. issue A1 21).</p>
A1 41	<p>Comment by Qnbn implies it prefers removal of "The OLO shall notify Ooredoo of the installation plans, including dates that it has agreed with the Customer and shall supply Ooredoo with information on the finally-installed equipment and cables to enable Ooredoo to update its database and to inform its team when it carries out future actions on the customer site/duct"</p> <p>Section 4.2k</p>		<p>Has this clause deleted, along with others</p>	<p>OLO is already informing Ooredoo before commencing the work. Also the OLO is providing Ooredoo with the as-built for the cable and closures installed inside Ooredoo ducts (as part of the implementation and acceptance process). The OLO will not inform Ooredoo about its installed cables and /or closures inside the customer premises as it is subject to agreement between the OLO and the customer only. Also please note that</p>	<p>This is a notification imposed on OLO, but Ooredoo has no power to block or slow the process.</p> <p>CRA confirms the text as consulted on.</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
				Ooredoo is not sharing its cable and/or closures which are installed in any of the customers ducts.	
A1 42	<p>New text inserted by Qnbn: "Ooredoo shall respond to any Revised Provisioning Request submitted by the OLO in accordance to clause 4.4.e or 4.4.f within three (3) business days and these Revised Provisioning Requests will not be counted as part of the agreed number of PRs to be submitted every two weeks."</p> <p>Section 4.4g</p>			No reason given	<p>3 days is too short for almost anything in Qatar.</p> <p>CRA does not agree with unreasonable times.</p>
A1 43	<p>On the submission of the implementation completion notice, Qnbn is of the view that works can be completed in stages and notices given for each stage by OLO to Ooredoo.</p> <p>Section 4.4 last clause</p> <p>The Implementation completion notice has to be sent by OLO to Ooredoo at completion of the Implementation of the Provisioning Request. CRA is of the view that the OLO may submit more than one (1) Implementation Completion Notice against each approved Provisioning Request as Ooredoo <b>shall accept partial Implementation Completion Notices.</b> This makes the process faster.</p>	CRA notes that divergent views exist		Totally Rejected. OLO shall always has the right to submit partial acceptance. For example, if Ooredoo representative prevent the OLO from implementing part of the PR for any reason, then OLO may submit partial acceptance notice to the implemented part. Another example, if the PR is for multiple buildings and for any reason; e.g. Ashghal road works, QRail, etc; some of the buildings will be delayed then the OLO shall have the right to submit partial completion notice to the deployed part of the PR to start offer the service to these customers.	<p>CRA agrees with Qnbn view. The clause has been consistently changed.</p> <p>Completion notice can be given in more than one stage, which will speed up OLO network deployment.</p>
A1 44	On the commencement date of the payment, Qnbn is of the view that the OLO has to pay from when a	CRA notes SPs have divergent views.	(-)	"Totally rejected. Charges shall be applied from the date of Ooredoo	CRA has accepted the earlier Qnbn proposal with charges starting from the date the cable is installed and

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	<p>cable is installed and accepted by Ooredoo, which is when Ooredoo send the Implementation Acknowledgment to the OLO.</p> <p>Section 4.5</p> <p>In the RIAO consulted on, CRA set that the OLO shall be charged from the date of the Provisioning Request approval. The rational was that OLO pays from when it has booked the capacity.</p> <p>However, to provide an incentive to Ooredoo to deliver the network elements, CRA has now changed its view.</p>	<p>Earlier version had Ooredoo charging from date of the the RAR submission.</p> <p>A compromise was made by CRA so that payments are from when provisioned by Ooredoo (i.e. Ooredoo makes the ducts available for the OLO).</p>		<p>acceptance. As per the restrictive clauses added by Ooredoo in this RIAO , Ooredoo may not provision the network elements (for unlimited time) even if the PR is approved. Ooredoo also may approve the implementation and reject to give final acceptance to the OLO, so how the OLO will pay to Ooredoo for service that it is not yet accepted or provided by Ooredoo??”</p>	<p>Ooredoo has accepted.</p> <p>Accordingly, OLO pays from the date of Implementation Acknowledgment provided by Ooredoo.</p> <p>This will provide Ooredoo with an incentive to speed up the provisioning of the elements.</p>
A1 45	<p>Provisioning Request and Acceptance of works done by the OLO.</p> <p>Section 4.5d.</p> <p>Ooredoo is of the view that “If the implementation after correction is not accepted by Ooredoo, subsequent correction notice(s) will be provided to the OLO pursuant to 5.4(a)(i) to 5.4(a)(vi) of Annex 1 and where OLO has failed to make the necessary correction, the PR will be cancelled”.</p> <p>Qnbn claims that even if the OLO fails to make the corrections, the Provisioning Request should NOT be cancelled.</p> <p>Ooredoo proposal has the potential to delay the implementation, obliging</p>	<p>Some changes could accommodate Qnbn’s concerns</p>		<p>Totally Rejected. Ooredoo may reject the implementation and ask for correction but this will not cancel the PR as many activities had been done in relation to the approved PR which means a lot of time, money and efforts will be wasted.</p>	<p>Some changes to accommodate Qnbn’s concerns have been added to 4.5d.</p> <p>CRA has clarified that the PR will be canceled only for the elements that have not been corrected.</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	the OLO to restart the process from the provisioning request.				
A1 46	<p>The issue is on the partial acceptance by Ooredoo of the Implementation made by the OLO.</p> <p>Section 4.5e.</p> <p>Qnbn does not agree with CRA approach to have a new Provisioning Request for using the non implemented capacity.</p>	<p>Clause consulted on stated "If Ooredoo provides partial acceptance, the OLO shall provide a Revised Provisioning Request in accordance with clauses 4.1 and 4.2 of Annex 1 with all the partially completed information for billing purposes and Ooredoo shall send an Implementation Acknowledgment to the OLO and both parties shall update their records in accordance to clause 4.5 of Annex 1. For any part of a PR that has not been implemented or accepted by Ooredoo, OLO may submit a new PR for the non-implemented capacity should it wish to utilise this capacity. Ooredoo will not give OLO any priority on the non-implemented capacity and any PR submitted by OLO for the non-implemented capacity shall be subject to the same process as any other PR"</p>		<p>No reasons is mentioned here to clarify why Ooredoo may provide partial acceptance for completed works. This may be used by Ooredoo to accept part of the implemented works and reject the rest wasting time, money and efforts of the OLO.</p> <p>Once PR is approved, whether a partial acceptance notice is submitted or not; OLO has the right to continue deploying the rest of the approved PR without submission of new PR.</p>	<p>CRA has adjusted the clause slightly to simplify the process and reduce the obligation on the OLO. In details, the obligation on the OLO to provide a revised provisioning request has been canceled.</p> <p>On the contrary, CRA has confirmed the principle that a new PR shall be submitted for using the non-implemented capacity.</p> <p>CRA is of the view that this will provide for a more clean process.</p>
A1 47	<p>Section 7hii - rejection by Qnbn of payment for unsuccessful blockage clearance.</p> <p>Qnbn will not pay for Ooredoo to clear a blockage if Ooredoo does not succeed.</p>	<p>This is likely to be rare event as clearance normally done by OLO. As Ooredoo acts under Time and Materials basis for OLO, then charges can be justified, even if not successful (which is surely unlikely, unless Ooredoo "did not try very hard.")</p> <p>Issue is should OLO pay for the time, even if it did not succeed.</p> <p>CRA has sided with Ooredoo on this as this should be a rare</p>		<p>OLO shall not pay any fees for unsuccessful clearance as the OLO will not get any benefit from unsuccessful clearance attempt. OLO assumes that Ooredoo is using qualified contractors who are qualified enough to properly clear the blockage.</p>	<p>CRA proposes no change</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
		event.			

## Annex 2 Operational Procedures

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
A2 01	Section 1,2. Re insertion by Ooredoo of a purpose statement	This is a pointless duplication	Required		CRA rejects the change, though this is not major issue.
A2 02	Section 1.5 Insertion by Ooredoo of <i>"In the event the OLO fails to comply with the provisions of this Annex 2, Ooredoo reserves the right to ban the OLO contractor from working on Ooredoo Network Elements, until the OLO formally confirms its compliance to the provisions of this Annex 2."</i>		No reason given		This is a new clause, not in previous Ooredoo versions.  This type of clause is not helpful. Compliance is covered in relevant clauses. This could open up bans of a contractor for minor non-compliance.  This is not required at this point in the RIAO – change is reject.
A2 03	3.1c. Removal of Ooredoo requirements to show when non-standard element was built if built before standards were in place.  Issue is: if it is an old element, then it might not be to current standards. This removes need to prove that the element was built before standards were introduced.	This part was introduced to avoid Ooredoo unreasonably claiming sub-standard ducts were built a long time ago and so no obligation to make then usable by the OLO.	This sentence is rejected, it is not feasible to determine what was built when. An estimate should be sufficient.		CRA has adjusted the text but keeping the principle that Ooredoo should provide such evidence that the elements were built when different standards applied to Ooredoo network.
A2 04	3.2 Maintenance Plans Various small changes were made by Ooredoo		This section is obviously for preventive maintenance as far as we are talking about a plan for 6 months. It cannot be corrective maintenance.		Corrective maintenance is not mentioned anyway.  Text has been slightly adjusted providing for a definition of maintenance.
A2 05	4.2b Request to Access Provisioned Network Elements  insertion by Ooredoo "Subject to supervision by Ooredoo"  This now requires Ooredoo to supervise the work.	These type of statements were deleted by CRA as supervision has been covered in section 9 of Annex 1.  Ooredoo is still not accepting the CRA's already-discussed RIAO approach.	No reason given		CRA rejects changes that <i>must</i> require supervision.  Ooredoo has the option, but if it fails to turn up and supervise, then OLO can continue.  This repeated mentioning of requirement to supervise, implies that it cannot be done without supervision. This is NOT acceptable. Ooredoo may supervise but this is not a requirement for the work to take place.

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					<p>This was discussed before and in the last version to Ooredoo, CRA stated supervision is an option: "May" is used ... "as non supervision by OLO still allows the task to be done. See supervision rights"</p> <p>CRA points out that Ooredoo can charge the supervision only in the cases listed in Annex 3, section 4 (cf. CRA's decision on question #17).</p>
A2 06	<p>4.3d Application of deeming provision for accessing Ooredoo's site</p> <p>Deletion by Ooredoo of "<i>For clarity, access is allowed without confirmation and acknowledgements of the Access Notification Form if these are not delivered in the specified times.</i>"</p> <p>Ooredoo rejects the deeming provision in this case which may delay the process.</p>	<p>Not accepted as non-response by Ooredoo stops everything. Deemed approval is reasonable.</p>	<p>Access imperatively requires Ooredoo's formal approval. Ooredoo will not allow access where there is no approval on an Access Notification Form.</p>	(-)	<p>Ooredoo's change to be rejected</p>
A2 07	<p>4.3e Access to Ooredoo's site in case of faults and emergency.</p> <p>Deletion by Ooredoo of "<i>The request of the OLO to access for restoring the services provided to the end users shall be part of the above list of emergencies. If the call cannot be answered then the OLO may consider there is agreement that it is an emergency.</i>"</p> <p>This proposal means that OLO cannot act in an emergency simply because Ooredoo is not available to respond.</p>	<p>This is not an SLA issue as suggested by Ooredoo. Also Emergencies can be defined in RIAO or in operational papers. No good reason to be only as per ARF.</p>	<p>"Situations of Emergency are defined in the ARF. OLO cannot have different SLAs than what Ooredoo has to solve issues for its end users."</p> <p>"Rejected. OLO cannot unilaterally access Ooredoo's network elements."</p>	(-)	<p>Ooredoo approach is not acceptable as no response by Ooredoo to the call means no action is allowed – not reasonable for an emergency / restoring a fault.</p> <p>According to CRA, the need to access to Ooredoo's site for restoring a fault is comparable to an emergency situation.</p>
A2 08	<p>4.3 e. Addition by Ooredoo of " for the avoidance of doubt, access due to emergency as provided in clause 4.2(e) above does not waive OLO's to obligation to</p>	<p>Supervision rights are universal so no need to mention it again</p>	<p>Added for clarity. One may be inclined to think that access during emergency is outside supervision which is not the</p>	(-)	<p>Supervision right are universal so no need to mention it again.</p> <p>Supervision is already covered by</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	notify Ooredoo's Safety and Security manager prior to start the work on the date and time of intervention and identification of involved staff and any of Ooredoo's rights to supervision."		case.		section 9 of annex 1. To ensure consistency, CRA does not want clauses on supervision spread all over the RIAO documents. Notification of the access has already been given (see clause 4.3 a).  The change is not accepted as this is an emergency.
A2 09	4.2h. Supervision.  Deletion by Ooredoo of " <i>The OLO may supervise Ooredoo's access to its own Network Elements in accordance with this annex where such elements are installed in or directly connected to the Ooredoo network</i> "	If Ooredoo works on OLOs element then supervision as an option, is perfectly reasonable.	The OLO may supervise Ooredoo's access to its own Network Elements in accordance with this Annex where such elements are installed in or directly connected to the Ooredoo network		Reason given is not sufficient. Equivalence and non-discrimination should mean the OLO can supervise Ooredoo.  Change is rejected as it is a reasonable right for the OLO – it is only for OLO's elements.
A2 10	4,2h. Supervision  Deletion by Ooredoo of clauses 4.2 h e) and f),.  According to the above clauses, Ooredoo has to inform – within a specific timeframe - the OLO if it is going to supervise or not the access to the site in a case of emergency access.	Deleted text gives clarity to OLO if supervision will take place.	No reason given		This is deletion is not reasonable.  In case of an emergency access, procedures shall be more flexible. Liability of the OLO for damages to Ooredoo network is sufficient to protect Ooredoo.
A2 11	4.2h f. Supervision – Access to provisioned network elements.  The clause states " <i>any access by the OLO to Ooredoo Network Elements that involve physical manipulation or interaction with Ooredoo's Network Elements may be supervised by Ooredoo, and any charges for such activities shall be solely in accordance with Annex 4 (Pricing)</i> ".  Ooredoo has changed "may" to "shall" and proposed the inclusion of new text " <i>Ooredoo</i>	CRA has agreed that Ooredoo can supervise anything on its network and can charge in some circumstances.  There is no fee for supervision on works where supervision is not necessary.  Further, if Ooredoo does not have a supervisor in attendance, the OLO can still proceed. These principles are	This preserves Ooredoo's right to supervision and moves away from the on-going debate about 'shall' and 'may' Ooredoo must continue to have rights to supervise even in those cases where the OLO requires access in cases of emergency. Ooredoo would also require the OLO to inform Ooredoo's safety and security manager prior to such access being made.		For avoidance of doubt, Annex 3, clause 4, lists the supervision that can be charged to the OLOs.  For CRA's general stance please refer to CRA's decision on Question #17 above.  According to clause 9 of Annex 1, Ooredoo has the right to supervise OLO and/or its contractors while performing any activities described in Annex 1 wherein the OLO or its contractors

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	<p><i>shall not permit the OLO to access its Network Elements in accordance with this Annex without supervision except where Ooredoo has formally waived such supervision."</i></p> <p>This is a restriction that requires Ooredoo to supervise or OLO can do no work, unless the supervision has been formally waived.</p>	reasonable.			<p>physically access and manipulate the Ooredoo network elements.</p> <p>In the above cases, the Supervision Charge is due to Ooredoo by the by OLO.</p> <p>Clause 9 makes clear that Ooredoo and OLO shall agree on a calendar regarding site supervision in particular whenever such activity is scattered across the State of Qatar. This shall not restrict the OLO's activities if Ooredoo is unable to supervise the activity.</p> <p>The change made by Ooredoo is not consistent with clause 9 because Ooredoo is making mandatory the supervision and impeding the OLO to proceed with the activity without the supervision.</p> <p>This is too restrictive and therefore changes are rejected.</p>
A2 12	<p>4.2j. Site Access Record</p> <p>Ooredoo has included new text requiring the OLO to sign a statement including the works undertaken by the OLO and the names of the Staff that have conducted the work.</p> <p>The above is already included in the Access Records that the OLO has to maintain according clause 4.2j a</p>	CRA has discussed this before and stated previously: Ooredoo has just supervised the work – no need for this to be done as well.	This is maintained. This is crucial as it allows Ooredoo and OLO to record the work done and the personnel involved in such work.		<p>Site access records are available (cf. the next issue below in RIAO). Ooredoo supervisor will be on site if Ooredoo wishes.</p> <p>Change is rejected. This is unnecessary bureaucracy.</p>
A2 13	<p>4.2j. vi Availability of the Site Access Record</p> <p>Ooredoo has deleted this clause that obliges Ooredoo to make its Access Records relating the work that related to OLO elements, available to OLO upon written</p>	The requirement is quite reasonable and is the CRA alternative to the signature of the statement of works (see above).	There is no reason that Ooredoo should make this information available to OLO, as far as the OLO is the one providing it. If this provision means Ooredoo should make		<p>It is only for Ooredoo actions relating to the OLO's elements. This is reasonable and balanced for both sides (equivalence and non-discrimination).</p> <p>The reasons given by Ooredoo are not</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	request no later than three (3) Business days after the request is made by OLO.”		available its Access records to its own network available to the OLO, then this is clearly quite unusual. If OLO provides access to its ducts to Ooredoo, then as per the Agreement that may be concluded by both parties, Ooredoo will provide access records to the OLO, once Ooredoo has accessed the OLO network elements. The IAA includes provisions for QNBN to provide access to its ducts to Ooredoo and therefore includes symmetric obligations.		sufficient. IAA covers access to Qnbn. The RIAO is purely about Ooredoo's RIAO – not a draft of the Qnbn agreement.  This gives reasonable rights for the OLO to verify Ooredoo activities on OLO's Network Elements which is relevant for liability reasons – deletion is rejected.
A2 14	7f. Safety – Asbestos Reinsertion by Ooredoo of “OLO shall not undertake any further work until Ooredoo determines, pursuant to its own internal health and safety guidelines, it is safe to do so	CRA clearly stated that the deletion was because: “Additional clause not required as clause b covers this as both parties have to agree it is safe.”	The clause was deleted by the CRA without any justification, it should be maintained.		CRA maintains the position expressed in the CD/interactions with Ooredoo.  Rejected as not needed.  The case of asbestos found is not relevant.
A2 15	10. Prohibited activities  Ooredoo proposes new text stating “OLO personnel or Contractors which breach the provisions of this Clause 10 shall be banned from working on the Ooredoo Network Elements or site”	As CRA stated in previous version, this is not where punitive penalties should be defined.	Ooredoo believes the statement “OLO personnel or Contractors which breach the provisions of this Clause 10 shall be banned from working on the Ooredoo Network Elements” be maintained		Rejected by CRA, as this should be covered elsewhere in RIAO

## Annex 3 Services

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
A3 01	<p>2.b insertion of "on public land"</p> <p>If the access is restricted to only those in "public land" then there could be e.g. no access to Ooredoo ducts in Developments, on Ooredoo property or on customer sites.</p> <p>Reinsertion of: "For such SDUs and MDUs, the OLO shall provide Ooredoo with the form provided at Appendix 14 of Annex 1, duly signed by the Landlord of the SDUs and/or MDUs"</p> <p>This adds a requirement on the OLO to get approval forms for Single and Multiple Dwelling Units.</p>	<p>Public land and Public Telecommunication Network are not synonyms. Ooredoo is a PTN, but it may have leased items and items on private land, including its own.</p> <p>CRA stated previously that the Addition from Ooredoo is covered in other Annexes – a good practice is to avoid duplicated statements in an Agreement. The reason given (right) is not sufficient.</p> <p>Qnbn did no reply within the Annex but has rejected the Appendix 14 forms on principle, in other replies.</p>	<p>Ooredoo maintains this point. Ooredoo's access obligations are limited to its public telecommunications network.</p> <p>Ooredoo maintains this point. This gives clarity to the OLO's obligations when accessing SDUs and MDUs.</p>	(-)	<p>This is also covered elsewhere (cf. issue A01 02)</p> <p>Changes rejected.</p> <p>Ducts need not be restricted only to those on public land</p>
A3 02	<p>2cii on Duct interconnection, Ooredoo made the following insertion "<i>excluding other holders of either fixed or mobile telecommunication networks and services licenses under the ARF</i>", which prohibits the OLO building cables or services that are ultimately giving services to another OLO.</p> <p>This would mostly Exclude the possibility to interconnect the OLO's duct network with the duct network of a 3<sup>rd</sup> Service Provider.</p>	<p>CRA objective was to make the OLO able to provide network services for a third party OLO – the 3<sup>rd</sup> party must then do its own interconnect and have its own RIAO with Ooredoo with the Ooredoo change.</p>	<p>Such service providers are entitled to enter into a duct sharing agreement with Ooredoo and cannot bypass their obligations through the use of a third party service provider.</p>	(-)	<p>This would be a severe restriction on the OLO – it can then only deal with corporate end customers or ministries.</p> <p>This would mean that ducts between OLOs could not be interconnected.</p> <p>CRA rejects Ooredoo proposed change</p>
A3 03	<p>Deletion of "Based on the aggregate Route distance provisioned, 20 litres of space will be provided without additional charge (Included Facility Hosting Space) for every one kilometre of provisioned Route distance"</p> <p>And deletion of: "Any additional space that is allocated to OLO will be subject to Facility</p>	<p>This was discussed previously and was part of the wholesale charging.</p> <p>Second deletion by Ooredoo</p>	<p>Ooredoo is a commercial company. We do not provide any product for free. Then 3 (b) and 3 (d) shall be deleted.</p>	(-)	<p>This has been already consulted on in the proceeding for setting the wholesale charges.</p> <p>Rejected</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	Hosting charges"	may be a mistake by Ooredoo			
A3 04	<p>4a. Supervision.</p> <p>New version by Ooredoo is "Site Surveys, but only where physical manipulation of Ooredoo network elements is required. For clarity, removal of manhole covers or entry to chambers without any physical interaction or manipulation of Ooredoo's Network or Network Elements shall not need charged supervision"</p>	<p>CRA had text very similar to that proposed by Ooredoo.</p> <p>CRA notes clause B that allows actions without supervision – Ooredoo has not altered this which contradicts some Ooredoo changes (not acceptable to CRA) in Annex 1 &amp; 2.</p>	<p>This has been discussed and agreed with the CRA numerous times.</p>	(-)	<p>For avoidance of doubt, Annex 3, clause 4, lists the supervision that can be charged to the OLOs.</p> <p>For CRA's general stance please refer to CRA's decision on Question #17 above.</p> <p>CRA accepts Ooredoo proposal which is consistent with the principle of the supervision included by CRA in section 9 of Annex 1.</p>

## Annex 4 Pricing

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
A4 01	1c. Repetition by Ooredoo of no access to ducts built after September 2012.  This change repeats other changes proposed by Ooredoo.	Not accepted (see Annex 1).	Copy from above	Copy from above	This is rejected as it would make the RIAO of limited use to any OLO.  This has been already covered (cf. issue A1 01)
A4 02	First 20 liters of space are included in the Access Charge.  Ooredoo wishes to remove this clause.	See issue A3 03	See issue A3 03	(-)	Rejected – see Order on Setting Wholesale Charges.(CRA 2015/05/21F) where this has been consulted on and decided previously by the CRA.

## Annex 5 Duct Interconnection

Generally please refer to A3 02 above

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
A5 01	S1. Re-insertion by Ooredoo of "Elements subject to OLO ducts being interconnected to Ooredoo ducts as provided for under this Annex 5 and as per Ooredoo standards referred to in Annex 8."	CRA stated previously that "Such clarification is not required – the "subject to" conditions are dealt with elsewhere" in RIAO.	This is maintained as this is the pre-requisite to granting OLO access through interconnection.		Change is rejected
A5 02	<p>S1b Ooredoo adjusted text to: "OLO desires to connect its Network Elements or a third party's Network Elements (<b>excluding any other licensee under the ARF</b>), but for scope of this clause, a third party includes a party under the control of the OLO and so the OLO has full responsibility for all of the third party's elements as if it were the OLO's elements which then must comply with this RIAO where they connect to the Ooredoo network, including the general obligations provided under this RIAO"</p> <p>This would mostly Exclude the possibility to interconnect the OLO's duct network with the duct network of a 3rd Service Provider</p>	<p>"excluding any other licensee under the ARF" is not an acceptable addition. Discussed elsewhere in this document. It would cause significant restrictions on the OLO and usefulness of the RIAO.</p> <p>This restricts the OLO who would then not be able to do services for a 3<sup>rd</sup> party OLO.</p> <p>The Ooredoo amendment is clear (se ooredoo point on the right), but the amendment is totally not acceptable.</p>	"The clause has been amended for clarity"	<p>Qnbn noticed the comments from Ooredoo in an earlier version and noted in Oct response:</p> <p>"Ooredoo re-worded its earlier comments on the previous version of this Annex-5 section 4, where OQ stated the difficulty to monitor the OLO network. If the OLO has a wide-ranging access to a third party infrastructure does this means the OLO owns it?! This is a contradicting statement which may create future disputes. A similar example is when OQ has an agreement with a developer to manage its network, can OQ</p>	<p>This has been already covered (cf. issue A3 02).</p> <p>Change is rejected.</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
				state that they own this infrastructure?" Qnbn noted also that "The definition [is] to be checked with the legal department"	
A5 03	<p>1c Ooredoo obligation to maintain the network in good conditions.</p> <p>Ooredoo has changed the text "Any activity pursuant to this Annex 5 is subject to supervision and charges as defined in Annex 1 and 4."</p> <p>This is same point raised elsewhere. Ooredoo seeks to make supervision compulsory and no work can be done without it.</p>	<p>Change from "Any activity pursuant to this Annex 5 may be subject to supervision and charges as defined in Annex 1 and 4." Is not accepted.</p>	<p>This is clearer</p>		<p>See other discussions (cf. issues A2 08, 09, 10 and 11) –</p> <p>Ooredoo wishes to fundamentally change the supervision principles.</p> <p>These are not accepted by CRA.</p>
A5 04	<p>2.2b refers to technical standards referred to in Annex 8 and not just what is in Annex 8.</p> <p>The change has the scope to have Ooredoo technical standards part of the RIAO, including many standards that are not very relevant for the RIAO but may be used for blocking OLO activities (i.e. specification on building the Ducts, on Joint Boxes, etc.).</p> <p>Ooredoo has added similar changes elsewhere that mean additional documents (mostly not seen by CRA) are now part of the RIAO. These are not controlled by or subject to agreement by the OLO</p>	<p>Key principle is not agreed to.</p> <p>See other discussions on this issue,</p>	<p>No reason given in some changes in other it states "Ooredoo standards referred to in Annex 8 form part of Annex 8"</p>	<p>Cf</p>	<p>CRA sees dangers in this Ooredoo approach.</p> <p>Ooredoo has not given CRA enough assurances that the additional technical details will be all reasonable and acceptable for the purpose of the RIAO.</p> <p>CRA has asked Ooredoo to move to Annex 8 any other additional technical standards needed for implementing the RIAO. Ooredoo has not proposed any additions.</p> <p>Accordingly CRA confirms its view that the standards that are included in Annex 8 are the only ones needed to have a workable RIAO.</p> <p>Ooredoo proposal is rejected.</p>
A5 05	<p>2.3d. Ooredoo response to the Duct Interconnection Request</p>	<p>Ooredoo approach links the RO and IC in a way that</p>	<p>CRA amendments rejected. CRA has failed to understand</p>	<p>The whole paragraph should</p>	<p>CRA notes that the parties have divergent views.</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	<p>Changed by Ooredoo to "<i>Ooredoo will take into consideration any Road Opening authorisations the OLO may require to proceed to interconnection. Ooredoo reserves the right to object to any Road Opening application should Ooredoo consider, in its own discretion, that such Road Opening is likely to constitute risks to Ooredoo's network whether such risks are related to the interconnection process or not.</i>"</p> <p>Ooredoo change has the scope to make the Road Opening request dependant on the approval of the Duct Interconnection Request. CRA is of the view that the process are independent and can proceed in parallel to speed up the process.</p>	<p>slows down the process.</p> <p>There is no logic why an OLO would open a road if RO has been approved, if the IC is not approved.</p> <p>The two approvals need to be defined properly and in a way that does not allow Ooredoo to refuse one because the other is not yet approved. This creates a catch 22 or impasse possibility. This was explained in the previous version from CRA: "It is vital that a "catch 22" is avoided where road opening can be refused because Interconnection is not applied for or approved, or else interconnection is refused because road openings are not completed. It is possible for road opening to be refused because the works are close to or on the Ooredoo network (normally this would be a reason refuse the opening) but the Road opening for interconnection must not be refused for this reason. If this was the case, nothing would ever be allowed... this addition allows Ooredoo to refuse the OLO for any reason Ooredoo defines – effectively allowing Ooredoo to dictate all road opening and interconnection to fit with the whatever Ooredoo wants. This is unacceptable... This is a prime reason for the rejection of almost all other changes to this clause. An additional reason for rejection is that the changes have not</p>	<p>or appreciate the Road Opening process and its relationship with interconnection. If a RO application is made on the basis that a road needs to be opened for interconnection of ducts, it makes no sense for the RO application to be approved while the interconnection is rejected and not possible for technical reasons. The RO application will be dependent on the interconnection request being approved. Otherwise, this will allow the OLO to simply open the road but conduct no further activity which is illogical which means opening the road without interconnection does not make any sense.</p>	<p>be removed as it is not related to the RIAO. RO is separate process for all civil works in Qatar not only for telecom service providers and it is not related by any means to this RIAO. IR submission should be handled independently on any required ROs. Also there is no risk on Ooredoo network if the OLO has approved RO as the OLO will not be able to perform the IR until the IR is approved. Also Ooredoo cannot reject any RO from the OLO due to risk on Ooredoo's network as the OLO is a licensed telecom operator who has the right to use the allocated telecom corridor in the ROW same as Ooredoo. Ooredoo is not in a position to consider other licensed telecom operators as source of risk on Ooredoo network.</p>	<p>Deletion, as proposed by Qnbn, might not work as intended as deletion does not explicitly stop the two processes process being linked by Ooredoo – which is what the CRA was trying to avoid.</p> <p>CRA maintains the current text is reasonable.</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
		made the clause clearer and balanced the legitimate needs of the OLO and the legitimate concerns of Ooredoo. This was hoped to be the outcome from discussions and this new Ooredoo version."			
A5 06	2.5b Acceptance of the Interconnection Request  Ooredoo has deleted : "In case Ooredoo fails to respond to the Interconnection Request submitted by the OLO within the required time frame, the Interconnection Request shall be deemed to have been accepted by Ooredoo".	CRA has introduced deeming approval of the IC request.	Deeming provision rejected. It was agreed with the CRA that deeming provisions will not apply to activities that require physical interaction with Ooredoo's network as Ooredoo offers SLAs as per annex 7. Interconnection is clearly an interaction with Ooredoo's network.		The IC is at the request stage, not the implementation stage, so the approval to do the physical work is not done here.  Change is rejected as deeming is reasonable (cf CRA's position and decision on Question #8 of the Consultation).
A5 07	3c. Notification to Ooredoo of the starting date of the implementation  Ooredoo added "No work can start if the required materials are not available including covers".  Ooredoo is afraid of the OLO leaving uncovered the network elements for shortage of materials.	CRA stated previously: "This is a pointless addition as obviously a task cannot be done without materials where needed for that task, but some tasks may not require any materials." The OLO can make this decision.  The restriction is not reasonable.	It makes no sense once again to start physical work on sensitive network elements and leave the work pending because of the non-availability of materials (e.g. covers). Such work needs to be started and completed ASAP.		Change rejected as the OLO can make its decisions.  Also, the OLO is liable for damages to Ooredoo's network which incentivize the OLO to have a proper management of its works including a proper procurement of the materials needed.
A5 08	4ciii Deeming provisions on as built records  Deletion by Ooredoo of if no response is provided then acceptance is deemed to have been given"	CRA has introduced deeming approval of the As Built records	Deeming provision rejected. It was agreed with the CRA that deeming provisions will not apply to activities that require physical interaction with Ooredoo's network. Interconnection is clearly an interaction with Ooredoo's network.		This is not related to a physical network activity - it relates to approval of as built records.  Change rejected as deeming is reasonable.  This has been already covered (cf CRA's position and decision on Question #8 of the Consultation).
A5 08b	4e reinsertion by Ooredoo of "In the event the OLO does not provide the As-Built records as part of the Completion Notice	CRA stated previously "Approval includes approval of the as built records. The	Changes rejected. While CRA says this is not required, Ooredoo considers that to		Change is rejected as not needed

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	Form, the interconnection shall be rejected by Ooredoo and the OLO shall be prohibited from using the interconnection Network Elements.	addition is not sensible as non-delivery of records would give permanents prohibition, even if they were later submitted."	ensure the OLO understands its obligations, requirement of the As-Built records must be clearly expressed in this clause.		
A5 09	<p>New text from Qnbn on S1bii-iv on Ooredoo's obligation to keep network infrastructures, in a good condition and suitable for interconnection with OLO network.</p> <p>Qnbn added the following text:</p> <p>iv Generally, and as stated in the main body of this RIAO, Ooredoo should keep its network infrastructure, in a good condition. This applies particularly to the Network Elements that the OLO is intending to interconnect with. Consequently, if there is a need to:</p> <p>(A) demolish and rebuild a network element due to what Ooredoo considers bad conditions;</p> <p>(B) Raise a Joint Box or Manhole to street level;</p> <p>(C) Lower an Joint Box or manhole to street level.;</p> <p>(D) Demolish and rebuild a box due to shallow depth;</p> <p>(E) Demolish and rebuild a box due to extra depth;</p> <p>(F) Maintain or repair a Joint Box or Manhole;</p> <p>then it is Ooredoo responsibility to make it ready and in good condition for the OLO to achieve its Inter- Connection on time and without delay, the same way Ooredoo treats itself. Alternatively, Ooredoo shall allow the OLO to interconnect with its network elements in their "as-is" conditions without imposing above works</p>	Some of Qnbn additions may be acceptable		It is very clear, logical, and fair that keeping Ooredoo infrastructure in good condition is Ooredoo responsibility. Consequently, Ooredoo should not request the OLO to do this job for it. Therefore, Considering this agreement, it is a clear part that Ooredoo should keep its infrastructure that the OLO already using, wants or intends to use in good condition	<p>CRA has updated text in Section 1 to have more clarity on activities may be needed to interconnect Ooredoo and OLO network.</p> <p>CRA has accepted the text proposed by Qnbn.</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	mentioned in iv (A), (B), (C), (D), (E) and (F). For avoidance of doubt, Ooredoo shall approve the IR and OLO shall be responsible to carry out the interconnection work without causing damage to Ooredoo network elements".				
A5 10	<p>2.2 A limit of maximum 50 joint boxes per month is set for the OLO to interconnect to.</p> <p>This sets the number of Joint Boxes to be interconnected.</p>	CRA requires confirmation of actual needs and realistic numbers. Both parties are far apart on numbers		<p>"Totally rejected. 50 is too less even per week specially with Ooredoo upgrades and demolish &amp; rebuild requirements. 120 JB's per week is recommended. Taking into consideration that the OLO has the right to survey 700 Km per month ( will include 4,600 JB - if avg. is 150m ). If Ooredoo recommend to upgrade only 10% of the JB's, it'll take 9-10 months to submit the required IRs!). In some cases, Ooredoo asked for upgrade of more than 50% of the JB's in one request. Note: for more clarification, Ooredoo is requesting IR for all the boxes that are: (1) demolished and</p>	<p>CRA clarifies that IC is only for points that interconnect to/from the OLO to Ooredoo.</p> <p>So the limit sets by CRA is likely to be reasonable.</p> <p>IC is not intended to be required for every joint box or for connection to premises. These are part of a normal RAR for which the limit is specified in Annex 1.</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
				rebuilt due to bad conditions, (2) upgraded due to installing a new joint closure inside it and (3) upgraded due to adding one or more duct way are considered as interconnection cases. This is the main reason of having a huge # of IR. if the interconnection concept is limited to interconnecting OLO own network or third party network to Ooredoo's then the # of IRs will be much less."	
A5 11	3e. Addition by Qnbn : "Ooredoo will provide (if required) the frame, cover and accessories for the New Structures as per Ooredoo standards and the ownership to and of New Structures will be with Ooredoo".	This was considered in earlier version but its deletion then was not commented on by Qnbn.  Unclear to CRA whether equipment supply is Ooredoo's role unless the equipment is normally only available to ooredoo (say covers with Ooredoo name or made to special standards).		No comment given	CRA has amended the clause clarifying when Ooredoo may be required to provide the materials at OLO expenses. However OLO may buy by himself the materials.
A5 12	4b Joint final Inspection of the work.  Qnbn rejected this clause which states "Ooredoo and OLO shall undertake joint final inspection of the work according to the IR Implementation Plan utilizing a vendor from the list of Approved	Supervision is not necessarily the same as inspection, so supervision might not count as an inspection to required standards. Some validity in Qnbn position is noted.		Rejected. Ooredoo has the right to supervise the work during implementation, so no need for additional joint	CRA confirms its view that supervision is not the same as inspection.  The joint inspection should also facilitate the approval of the Interconnection works.

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	<p>Contractors specified under the Agreement. OLO shall bear the vendor's costs with regard to the joint final inspection"</p> <p>Qnbn is of the view that the inspection is not needed.</p>			<p>survey after the completion as it can be done on site during the implementation.</p>	<p>Qnbn change is rejected.</p>

**Annex 6 Dictionary**

The Dictionary has been made consistent with the CRA's decision as expressed in this document

## Annex 7 SLA (Service Level Agreement)

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
A7 07	<p>Appendix 1 Section 1e. The clause defines the SLA to be measured for each request (AAR or RAR etc).</p> <p>Ooredoo has deleted it as it proposes the SLA is based on an average of processes.</p> <p>The SLA defines a credit to the OLO if Ooredoo fails to deliver in specified time.</p>	<p>CRA is of the view that SLA depends on the needs of the particular contract and must be calculated for each request.</p>	<p>Ooredoo believes, as is common in most SLA settings, for the service credits to be based on an average of the requests received within a given time period, and not based on any single request. This is common across almost all telecommunications services globally and is based on the recognition that the delivery of services are typically based on a 'standard distribution' over time and quantity, and to account for such distribution, an average is taken over a period of time, which correspondingly also accounts for an average of the quantities.</p>		<p>RIAO requires delivery of each process in a time. The times are not onerous. It is not reasonable to have an average for something that should be easy to achieve.</p> <p>Averages allow one process that is important for the OLO to be very slow, but Ooredoo would not be punished.</p> <p>Averages or times for each service are neither better nor worse – the choice depends on the situation. This situation requires Ooredoo to "simply" deliver to the specified time consistently.</p> <p>Ooredoo change is rejected. The change would weaken the SLA and encourage poor service delivery.</p>
A7 08	<p>Deletion of SLA for AAR.</p> <p>This leaves no service credit target for processing an SLA.</p>	<p>The deeming is for Ooredoo failures, but does not shorten the time. Ooredoo still has to deliver its side of the service.</p>	<p>Ooredoo also rejects the SLA associated with the AAR process. As the CRA has insisted that deeming provisions will apply for the AAR, an associated SLA is simply inappropriate.</p>		<p>Change is rejected as this leaves no incentives for Ooredoo to process a AAR to any specified time</p>
A7 09	<p>RAR SLA definition changed by Ooredoo.</p> <p>Ooredoo has deleted "Credits are percentage of annual duct rental in the RAR"</p> <p>This text defines what the service credit is based on.</p> <p>The deletion makes the SLA not applicable.</p>	<p>CRA has defined credits as percentage of the annual rental.</p> <p>NB in new version of this clause, Ooredoo reinserted the same text it has said it rejected.</p> <p>Cancellations are covered elsewhere. These would not affect the Service Credit</p>	<p>Ooredoo also rejects the statement by the CRA that for RAR Credits are percentage of annual duct rental in the RAR – some RARs may contain many thousands of ducts segments and many kilometres of duct route. A simple failure to approve a RAR within a set time cannot be punished by a significant sum which bears little resemblance to the value. Furthermore, the CRA have failed to explain what would</p>		<p>No alternative is given by Ooredoo to define the payment. It has to be a percentage of something.</p> <p>An SLA is an incentive, and is required.</p> <p>Ooredoo changes are rejected as they impede the implementation of the SLA.</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
			happen if the OLO cancels access to some or all of the duct routes within the RAR within the first year and therefore the annual duct rental is something that is actually not a constant.		
A7 10	RAR day targets have been altered by Ooredoo.  Ooredoo relaxed the targets set by CRA.	Targets have been defined as weighted averages of the specified times for a process as defined in the Annexes	Increased timelines without reasons given.		Rejected as no reason given and it slows the processes.
A7 11	RAR payments changed by Ooredoo so that penalties are reduced	Reasonable values as total monies involved in RAR are not very high. Service credits of over 100% are used in other wholesale services	Ooredoo also rejects the CRA's arbitrary increase in the service credits which have increased by up to 40%, again without any justification, evidence or international practice.		Rejected. This is only a penalty for not doing what is reasonably expected. The penalties have to be reasonable but also high enough to provide an incentive to deliver on time.
A7 12	Interconnection Request  Ooredoo changes no longer specify what the SLA % should be applied to.  Times and payment percentages changes.	Changes make the SLA meaningless.  Changes to times and % payments are not justified, Previous values were reasonable. They are an incentive to Ooredoo	No reasons given		Rejected as no reason given and it weakens the incentives to deliver on time

## Annex 8 Technical guidelines

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
A8 01	<p>S1 generally plus new S2 inserted by Ooredoo: "The Ooredoo technical standards as found on the CD and as provided to the CRA shall constitute and integral of this Annex 8 and included in part 2 here. These standards are subject to revision from time to time and such revisions will be notified to the industry. Ooredoo highlights that these standards will be provided to the OLO at initiation of negotiation and be part of the negotiation process on the same basis as every other annexes of this RIAO"</p> <p>This makes the external standards part of the RIAO</p>	<p>CRA had considered that standard rules may form part of the RIAO, even if not physically part of the RIAO – so they are only referred to in the RIAO. Some of the documents were sent to CRA in ~August and they included items like contractor staffing contracts – so CRA rejected them being all included.</p> <p>CRA realises that the approach also allows Ooredoo to include "technical" issues and limitations without OLO or CRA oversight. OoredooThis risks OLO limitations being brought in.</p> <p>CRA notes much of the technical standards are non-controversial and reasonable</p>	<p>Ooredoo rejects the CRA's argument that the Ooredoo Technical Standards should not form part of the RIAO/Agreement. These standards would be provided to the OLO at the very beginning of negotiations and be part and parcel of the documents being discussed.</p>		<p>This is not acceptable as the additional documents are not controlled or even open for OLO review.</p> <p>Unless controlled and there is no risk of unreasonable limitations being brought in, the specifications must be part of the Annex. Must also remove irrelevant parts.</p> <p>CRA is of the view that the standards included in annex 8 are sufficient for having a workable RIAO.</p> <p>All valid technical standards have to be part of the RIAO.</p> <p>If technical standars change/evolve Annex 8 can be updated as per the rules of the RIAO.</p> <p>Cf. also CRA's Ccomments and Decision on Question #22 of the Consultation.</p>
A8 02	<p>4.1 e Duct Infrastructure Upgrades and New Build guidelines</p> <p>This section lists the options available to the OLO where Capacity Constraints on Ooredoo Network are identified.</p> <p>The options include the interconnection to the Joint Boxes.</p> <p>Ooredoo added a clause to reserve to itself one closure in every joint box.</p> <p>Given the relevant amount of small joint box with only 4 or 12 closures, Ooredoo proposed addition may limit the possibility for the OLO to have access to Ooredoo</p>	<p>Not accepted (see issue A1 22)</p>	<p>No reason given at this point</p>		<p>Reject change.</p> <p>The issue has been already covered (cf. issue A1 22).</p> <p>However to accommodate Ooredoo comments, CRA has revised clause 3.1 d, allowing Ooredoo to reserve some space in the joint boxes.</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	Network.				
A8 03	4.2. Deletion by Ooredoo of "In addition to the scenarios stated in clause 4(a) above, the OLO may, regardless of existing Ducts or the maximum number of Ducts on the A-side wall, interconnect 2 x D56 Ducts into the B-side wall of the Ooredoo Joint Box (JRC4 and higher structures)".	CRA desired as few technical limits on the OLO as possible, subject to feasibility and avoidance of significant risks to Ooredoo network. Just because Ooredoo does not do certain things or it is not listed as standard practice, then this is not a reason to reject.	Ooredoo rejects the insertion by the CRA. Such guidelines are contrary to Ooredoo's technical guidelines and cannot be accepted by Ooredoo. If the CRA seeks to impose technical standards that are not aligned with Ooredoo's technical standards, then the CRA must accept all liability that may arise. Ooredoo would in such circumstances expect the CRA to provide Ooredoo with either a bond or an insurance policy that provides for such liability. Underground Duct laying and Associated Works standards volume 2, part 3 contains at clause 428(a) that D54 shall only be used for lead-in between the building and the jointing chamber. Clause 435 furthermore states that D56 shall only be supplied for termination purposes for poles and building		Ooredoo's suggestion for CRA liability is not credible.  The issue has been already covered (cf. CRA's Comments and Decision on Question #22 of the Consultation)
A8 04	S 5. Joint Box Technical Rules. A number of changes made by Ooredoo such as fewer ducts to be interconnected  Given the relevant amount of small joint box with only 4 or 12 closures, Ooredoo proposed addition may limit the possibility for the OLO to have access to Ooredoo Network.	CRA seeks to allow maximum usage by OLO – see comments above. Changes by Ooredoo had no justification supplied.  Can discuss with technical experts	No reason given		Change rejected.  The issue has been already covered (cf. issue A8 01, A8 02, A8 03)
A8 05	S3. Qnbn has added some new specifications on the OLO use:  " Total number of closures (existing + 1	CRA supports maximum freedom to use systems (subject to points above).		No comments supplied in Annex by Qnbn to justify the	CRA included some of Qnbn suggestion in amending section 3.1 d (cf. issue A8 02).

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	<p>reserved for Ooredoo's future use + OLO's proposed closure) in JRC12 does not exceed 4.  ... Total number of closures (existing + 1 reserved for Ooredoo's future use + OLO's proposed closure) in JRC14 does not exceed 10.</p> <p>Qnbn proposed clause has the scope to increase the possible amount of joint boxes available to OLO for accessing Ooredoo Network.</p>			changes	
A8 06	<p>S 5.1 Technical Standards.</p> <p>Qnbn has increased options on numbers of duct numbers (now ducts per side in enclosure and not numbers in total) and reduced depth limits.</p> <p>Qnbn changes have the scope to increase the number of duct connections available.</p>	<p>CRA used 60cm as this complies with normal standards. CRA will require evidence that lower depth is reasonable, feasible, has low risk and is done in Qatar or elsewhere.</p> <p>More duct connections per JRC, as proposed by Qnbn) depends on technical feasibility etc.</p>		<p>45cm is for the new ducts installed by the OLO. This will not add any risk to Ooredoo's network as Ooredoo's duct will remain on the same depth and the new depth will be for the newly built ducts only which is under the OLO ownership. Existing Ooredoo ducts are built on depth of 60cm from ground. To build new duct on top of the existing ducts, 60cm cannot be maintained, so</p>	<p>CRA accepted Qnbn proposal which will facilitate the deployment of Qnbn own infrastructure.</p> <p>The options may applicable only if technically feasible.</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
				45cm is found to be accepted depth only for the interconnection cases.	
A8 07	<p>S7.1 General principles applicable for upgrading Ooredoo Network</p> <p>Qnbn proposes Ooredoo to supply equipment and bear the cost for buiding new joint boxes.</p>	<p>CRA sees some arguments from both sides.</p> <p>Unsure who should supply equipment. Clearly Ooredoo, if the equipment is proprietary or unusual and not freely available.</p>		<p>Ooredoo to supply equipment "As the ownership will remain with Ooredoo then Ooredoo shall bear the cost of the F&amp;C. The OLO will bear the cost of building the Joint Box and will pay the charges of the facility hosting."</p>	<p>Ooredoo cannot be requested for new investment for the scope of the interconnection.</p> <p>The OLO has to bear the costs for upgrading the network. This is because without the OLO request for interconnection, Ooredoo had no need to updgrade the network.</p> <p>The issue has been already cover (cf. issue A5 11).</p>

## Annex 9 Security permits

Qnbn has not replied with comments within this Annex. It is understood that Qnbn rejects the whole Annex an unacceptable additional requirement.

In general CRA was reluctant to include this, but was assured by Ooredoo that this was required for everyone working on Ooredoo equipment, but the process was a simple formality done in 24 hours. This could escalate to High or even a Showstopper issue if Qnbn totally rejects it.

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
A9 01	<p>S3 Ooredoo has extended the time to issue the access permit from 24 hours to 48 hours.</p> <p>This is a contradiction of verbal discussions with CRA where it was assured that this new level of bureaucracy would not slow things down. Ooredoo assured that this would be done in 24 hours</p>	<p>This change is not acceptable. The new requirements were introduced during RIAO and accepted by CRA on the bases that this was quick to do and would allow many tasks for each form approval, and so not slow the OLO</p>	<p>Ooredoo rejects the CRA insertion that "Ooredoo shall complete the issue of all relevant permits and paper works within twenty four (24) hours of receipt of the relevant forms" – the standard timeframes that Ooredoo uses currently, including its own contractors is 48 hours. The CRA should be mindful that Ooredoo safety and security processes permits for all contractors.</p>		<p>Reject as this is not reasonable and was not what Ooredoo assured CRA would be the time in previous discussions</p>
A9 02	<p>S3 Ooredoo deleted clause 3 b which states "The time needed to Ooredoo for issuing the permits included in this Annex is not excluded from the calculation of the Operational Service Levels defined in Annex 7".</p> <p>The deletion has the scope to avoid penalties if the security clearances included in Annex 9 are delayed by Ooredoo.</p>	<p>This contradicts verbal statements that new security clearances would not cause any delays. CRA wishes to ensure this by ensuring the times are part of the SLA. Without this Ooredoo can delay indefinitely without penalty,</p>	<p>Ooredoo rejects the CRA insertion that "The time needed to Ooredoo for issuing the permits included in this Annex is not excluded from the calculation of the Operational Service Levels defined in Annex 7" – The service levels are provided for the processing of access requests, the security requirements are additional to those requirements. If the OLO submits an application for security clearance within the time period allowed for that activity, then Ooredoo can process the security clearance as part of the time period for</p>		<p>Reject as this is not reasonable or supported by rational and was not what Ooredoo assured CRA would be the time in previous discussions. The change opens up delays without penalties – this is not acceptable</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
			<p>the calculation of the Operational Service Levels, otherwise, it would clearly be outside of that time period. Given the timing for the application of security clearance is not within the control of Ooredoo, Ooredoo will not accept the security clearance processing time to be included as part of the Operational Service Levels.</p>		
A9 03	<p>S3 Ooredoo deleted clause 3 c which states <i>"Permits shall be issued so that each may cover a range of tasks and locations"</i>.</p>	<p>This was included to reflect the verbal assurances from Ooredoo that this new Annex did not cause unreasonable new delays or large additional effort from the OLO.</p> <p>CRA does not see the OLO as equivalent to any contractor working for Ooredoo.</p>	<p>Ooredoo rejects the CRA insertion claiming that <i>"Permits shall be issued so that each may cover a range of tasks and locations"</i> – the role of the CRA is to ensure non-discrimination between access seekers and access by Ooredoo itself – the role of the CRA is not to dictate the operational and indeed corporate governance structures and arrangements by Ooredoo. Ooredoo cannot provide a blanket permit that covers a range of tasks and locations, as that defeats the very purpose of requiring security clearances. If an OLO seeks to undertake a range of tasks and locations then it should apply for these at the time of application, stating what activities will be undertaken, when and by whom.</p>		<p>The changes are rejected as it places unreasonable demands on the OLO.</p> <p>CRA is also concerned that assurances give to CRA about the Permits have not been kept and Ooredoo has made the timelines more onerous than before.</p>
A9 10	<p>Re insertion by Ooredoo of <i>"Any change in location or change in staff requires a new work permit (PTW)"</i></p>	<p>This is in unreasonable level of detail and red tape</p>	<p>The CRA has deleted a statement that was included within the form stating <i>"Any</i></p>		<p>CRA solution is to have PTW including a wide range of activities and locations (cf. issue A9 03). This will simplify the</p>

Issue Number	Issue and Reference	CRA's rational at time of CD	Ooredoo response to CD	Qnbn response to CD	CRA's rational and decision
	<p>PTW is the authorisation for performing the works in Ooredoo sites.</p> <p>This may delay the process and add bureocracy.</p>		<p>change in location or change in staff requires a new PTW". The CRA cannot seek to change Ooredoo's standard safety and security procedures, which have been designed to protect the safety and security of Ooredoo's network and which is part of the country's national infrastructure and included within Critical Information Infrastructure Protection Law. The procedures in Annex 9 apply to all contractors including those used by Ooredoo. The CRA cannot seek to change standard – non- discriminatory procedures simply to benefit a service provider that the CRA appears to favour. The very purpose of gaining security clearance is so Ooredoo and indeed the State Security authorities are aware of who is working at which location at a particular point in time. If the location or personnel change, then these need to be communicated to Ooredoo – through an application for another security permit.</p>		<p>process but mitigating Ooredoo concerns on Security and Safety</p> <p>On the Staff, CRA is of the view that the staff will be identified when starting the work. Hence there is not need to have a new PTW in case the staff change..</p>

## 4. CRA's Comments on Qbn Covering Letter

Qbn supplied detailed comments and suggested changes some of the Annexes and Main Body. These are summarised in the above Tables.

In addition, Qbn delivered a covering letter and a formal reply to the CD and its questions.

These make more general comments and give insights to the reasoning behind the Annex issues, plus they help to indicate what the overall level of changes are needed to make the RAO acceptable to Qbn.

Short notes on the letter and Qbn's view related to the RAO, are given below.

### a) The IAA is currently preferable to the RAO in its current format

The RAO includes more services than the IAA (e.g. access to "lead in" ducts D54 and D56, access to customer premises and access to ducts leased by Ooredoo), has closed processes and provides the OLOs with an agreement which can be terminated and/or amended with more flexibility than the IAA.

### b) General reputational damage to CRA

Qbn notes that remaining with the IAA and rejecting the RAO might reflect badly on the CRA. The CRA appreciates Qbn's concerns. For a Regulatory Authority it is not always possible to create a situation equally favourable for all market parties. The role of the CRA to create an environment benefiting the market as a whole.

It is up to the market to stay with the IAA or move to the broader RAO.

### c) CRA should "lean towards" the access seeker

As pointed out above the role of the CRA is to create a favourable environment for the whole market.

### d) The RAO should have no open ended processes

The processes have been designed as "closed process".

### e) Access seeker should have same standards as Ooredoo

A number of areas in draft RAO have included points that seek to ensure non-discrimination.

Qbn states that it has had to upgrade items that it interconnects to, but Ooredoo does not do the same itself. While we note that Ooredoo has no obligation to invest for the OLOs, this is not an issue that is within the RAO scope, but could be dealt with by appeals to CRA.

### f) Operations in Annex 2 to reflect reciprocal obligations

The scope of CRA is to define the RAO of Ooredoo. CRA cannot ask Ooredoo to apply OLO's processes.

### g) Need for a reasonable SLA framework

A number of approaches were discussed. CRA has fully supported the use of a SLA with reasonable penalties.

The CRA approach focussed on end to end processes, timelines and penalties. Simplified SLAs ensure that key OLO needs are satisfied – overall delivery within specified timelines.

#### **h) Limitation of 6 cables in a duct is not reasonable**

CRA agrees that this should not be a limitation and the RIAO consulted on was drafted with clear statements that this can be exceeded if this was done by Ooredoo. CRA has now reviewed its position and has deleted the limitation of 6 cables in a duct (cf. Order CRA 2015/11/25 approving the RIAO)

#### **i) RIAO is less flexible than the IAA, as Desk Survey Report is mandatory under the RIAO**

We believe there is a misunderstanding, which we are happy to clarify.

The Desk Survey Report (**DSR**) is carried out by Ooredoo and will be delivered with the approval of the Route Area Request. This neither impacts on the timing nor on the work carried out by the OLO.

The Parties may also mutually agree to dispense with a DSR.

#### **j) Limited number of enclosures in joint boxes and reservation of space**

CRA agrees that Ooredoo proposals are discriminatory and reviewed the RIAO documents accordingly.

#### **k) Bore shifting**

CRA has no objection to this and supports OLO doing this. See Annex 8 Section 6, Bore Shifting.

#### **l) AAR limited to one Zone**

The limit was proposed by Ooredoo. CRA has decided to have 3 zones.

#### **m) Validity of the Site Survey results**

The results of the site survey are valid for 90 days. This means that the OLO has to submit a provision request within 90 days or a new site survey will be needed.

Qnbn notes that 90 day is a short period for submitting a provisioning request, in some cases where Interconnection Request (IR), Road Opening (RO), and duct blockage clearance (BC) are required before submitting the Provisioning Request.

CRA is of the view that 90 days is a reasonable time for the standard provisioning requests, being Interconnection Request, Road Opening and duct blockage clearance rare cases. Furthermore, CRA notes that the OLO can submit the provisioning even if IR, RO and BC are involved (cf. 3.1 o of Annex 1) which mitigates Qnbn's concerns.

#### **n) Addition of Annex 9 - Safety and Security**

CRA agreed to this new Annex on the basis that it is normal and applied to all vendors (Ooredoo's claim, based on internal procedures and documents delivered to CRA). CRA included ameliorating requirements (done in 24 hours, not to increase process times and one form would cover a range of tasks).

#### **o) Landlord consent form**

CRA agrees that details of the form can be adjusted. Civil works may not be relevant. CRA notes that OLO will require landlord access permissions in any event, though this may be a simple notification to or from the customer. Is this permission reasonable to copy to Ooredoo? If simple notification is used and no form is normal, then the form should not apply to the OLO. It was an agreed

compromise with Ooreso to gain support for *any* consent by Ooredoo to work with OLO on premises access.

**p) Premises Provisioning Request and Bulk Premises Provisioning Request**

Premises requests have been included by CRA as per Qbn requests. Ooredoo proposals were not accepted by CRA. Ooredoo had deleted these processes entirely in the latest version. CRA sees an impasse caused by Ooredoo, and supports any process that allows premises access to be workable.

**q) Unsuccessful blockage clearance is paid for by OLO**

Blockage clearance is normally done by OLO.

When done by Ooredoo (rare) it is paid for on a time and material basis, which is to be agreed to by both parties. An unsuccessful clearance therefore should be a very rare event..

**r) Suspension of work to avoid an emergency**

Qbn objects to this right of the supervisor. Evidence of action in West Bay does not seem sufficient for removal of this right. This should be very rarely used anyway.

**s) Suspend approvals due to national security issues**

CRA agrees that security issues should be raised by the authorities. Annex 1 S4.3 allows provisioning by Ooredoo to be delayed if there are emergency or security issues, but evidence has to be supplied. Diversionary works (Annex 2 Section 14) also allow suspensions or changes. These are reasonable, special cases. CRA does not see suspension by Ooredoo due to unreasonable claims by Ooredoo of national security issues to be a likely cause of frequent suspensions. .

**t) Pending Road Opening (RO) approvals**

CRA is unsure what this refers to.

There is a disagreement between CRA approach, Ooredoo approach and Qbn approach regarding RO and how this affects other works – specifically Interconnect Requests. CRA wishes to ensure existing RO is not altered and Interconnect approvals are not affected by lack of RO approvals or vice-versa. This is to ensure parallel approvals and avoidance of catch 22 situations. Please refer to the reply to Question 19 above.

# Reference Infrastructure Access Offer of Ooredoo - Consultation -

**Closing date is 13 October 2015**

CRA 2015/09/14A  
14 September 2015

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# 1 Background

1. Pursuant to Article (18) and (25) 2 of the Telecommunications law, Article (51) of the Executive By-Law and the License for the Provision of Public Fixed Telecommunications Networks and Services issued to Ooredoo Q.S.C. (Access Provider) (dated 7 October 2007), Annexure F, Article (4), the Dominant Service Provider (DSP) has to publish a Reference Offer. In the Notice and Orders (ICTRA 2011/10/31 of 31 Oct 2011). Ooredoo has been designated DSP status in several wholesale markets, including Market 10 in which the Duct services belong.
2. Ooredoo and Qnbn have signed an existing Infrastructure Access Agreement (IAA) that has been in place since April 2012.
3. On 12 June 2013, ictQATAR (now CRA, or in the following: the Authority) 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)<sup>1</sup>. 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 consultation on RPO.
4. 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. On 13 March 2014<sup>2</sup>, Ooredoo, Qnbn and Vodafone submitted their responses to that consultation on the RPO.
5. 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.
6. On 25 May 2014, the Authority sent to Ooredoo a formal request to submit its proposed RPO<sup>3</sup> for approval.
7. On 7 September 2014<sup>4</sup>, Ooredoo submitted its proposed RIAO, along with the schedules (or annexes).
8. CRA reviewed and amended the RIAO submitted by Ooredoo.
9. On 5 February 2015, CRA issued a consultation on Amendments proposed by the CRA to the RIAO of Ooredoo (CRA 2015/02/05H).
10. On 9 April 2015, Ooredoo, Qnbn and Vodafone responses were available to CRA.
11. 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.

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<sup>1</sup> Together with the RPO, the Reference Interconnection Offer (RIO) and Reference Transmission Offer (RTO) were consulted on

<sup>2</sup> Original deadline for the responses was 6 February 2014. However, the Authority granted an extension to the SPs given the relevance of the consultation

<sup>3</sup> 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

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

12. On 26 May 2015, Ooredoo submitted its revised RIAO (Revised RIAO) for final approval.
13. CRA did not find Ooredoo submission fully consistent with requirements included in the above Order.
14. On 26 June 2015, CRA provided Ooredoo with the amendments to be included in the RIAO.
15. In the period between the previous consultation and the end of August 2015, CRA had meetings with Qbn for acquiring information and to discuss with Qbn which requirements were needed to improve the IAA.
16. On 6 September 2015, Ooredoo submitted its amended RIAO.
17. CRA has now reviewed and amended the RIAO of Ooredoo (cf. RIAO Documents, CRA 2015/09/14B).
18. With this consultation, CRA is seeking inputs from the SPs on the RIAO as amended by CRA before approving it.
19. Accordingly, the SPs are requested to respond to the list of questions (cf. Section 4 List of question). In addition, SPs may provide other inputs, by submitting a redline version of the RIAO Document.
20. Following the Consultation, CRA will issue an Order to Ooredoo to finalize the RIAO, based on the RIAO Document, with the inclusion of other changes. CRA will also publish a Response Document to this Consultation to make explicit and provide justifications of the changes.

## 2 Instructions for Responding to this Consultation

### 2.1 Consultation Procedures

21. In keeping with open and transparent regulatory processes, the CRA herewith consults on the RIAO proposed by Ooredoo amended by CRA.
22. SPs are invited to provide their views and comments on the consultation questions. Furthermore, SPs may provide CRA with a redline version of the RIAO Document.
23. The CRA asks that, to the extent possible, submissions be supported by relevant evidence. Any submissions received in response to this Consultation Document (CD) will be carefully considered by the CRA. Nothing included in this CD is final or binding. However, the CRA is under no obligation to adopt or implement any comments or proposals submitted.
24. Comments should be submitted by email to [fmassone@cra.gov.qa](mailto:fmassone@cra.gov.qa) before the date stated on the front cover. The subject reference in the email should be stated as Consultation on “Reference Infrastructure Access Offer of Ooredoo Q.S.C – Amendments proposed by the CRA”. It is not necessary to provide a hard copy in addition to the soft copy sent by email.

### 2.2 Publication of comments

25. In the interests of transparency and public accountability, the CRA intends to publish the submissions to this consultation on its website at [www.cra.qa](http://www.cra.qa). All submissions will be processed and treated as non-confidential unless confidential treatment of all or parts of a response has been requested.
26. In order to claim confidentiality for information in submissions that stakeholders regard as business secrets or otherwise confidential, stakeholders must provide a non-confidential version of such documents in which the information considered confidential is blacked out. This “blacked out” portion/s should be contained in square brackets.

From the non-confidential version it has to be clear where information has been deleted. To understand where redactions have been made, stakeholders must add indications such as “business secret”, “confidential” or “confidential information”.

27. A comprehensive justification must be provided for each and every part of the submission required to be treated as confidential. Furthermore, confidentiality cannot be claimed for the entire or whole sections of the document as it is normally possible to protect confidential information with limited redactions.
28. While the Authority will endeavor to respect the wishes of respondents, in all instances the decision to publish responses in full, in part or not at all remains at the sole discretion of the CRA. By making submissions to the Authority in this consultation, respondents will be deemed to have waived all copyright that may apply to intellectual property contained therein.
29. For more clarification concerning the consultation process, please contact Francesco Massone ([fmassone@cra.gov.qa](mailto:fmassone@cra.gov.qa)).

## 3 Questions on the Main Amendments to the RIAO of Ooredoo made by CRA

### 3.1 Introduction

30. This section 3 defines important areas in the RIAO where the CRA has needed to alter items compared to earlier versions. A number of areas in the RIAO exist where respondents have divergent views and/or there is a potential for considering further changes. These RIAO issues are highlighted in the questions to allow the respondents to give their final views on CRA position. Depending on the replies received, CRA may consider further adjustments; however, the text in the RIAO Document sets out the CRA's position.
31. This position is discussed in brief for each of the question areas in the following.

### 3.2 Main Body

#### 3.2.1 Scope of the RIAO

##### ***Ooredoo's proposal***

32. Ooredoo defined (Annex 6):
  - 32.1 Duct as “*an underground conduit used to house telecommunications cables*”:
  - 32.2 Ooredoo Duct as “*a duct owned by Ooredoo which is located in public land and subject to this RIAO*”.

##### ***CRA's position***

33. With the Passive Civil Telecommunications Infrastructure Access Regulations (CRA 2015/06/28) (**Access Regulations**), CRA already provided for the definitions above. To make consistent the RIAO with the Access Regulations, CRA amended Ooredoo's proposed definition as follow:
  - 33.1 Duct: “*an underground conduit used to house telecommunications cables. This includes any Duct regardless the diameters (for avoidance of doubts, D54 and D56 Ducts are also included)*”.
  - 33.2 Ooredoo Duct: “*a duct built, owned, leased and/or operated by Ooredoo regardless the diameters (for avoidance of doubts, D54 and D56 Ducts are also included)*”.
34. D54 and D56 refer to standard duct sizes, often also used for access to premises.

35. The revised definitions do not restrict the access only to items on public land, and reduce possible exclusions.
36. The CRA maintains that the proposed definitions are beneficial as the OLO is not restricted by the ultimate ownership of the land or duct, and so should be able to supply services in almost all circumstances.
37. In addition, CRA would like to acquire inputs on the future extension of scope of the RIAO to allow the use of sub-ducts. Ooredoo was of the opinion that these should not be allowed as they are not deployed by Ooredoo. CRA is currently of the view that Ooredoo's position is acceptable, but it could be altered in future if there is a demand and if shown to be technically feasible (which is likely).

Question 1	Do the Respondents find that the definition as amended by CRA are consistent with the Access Regulations?
Question 2	Should the sub-ducting service be part of the RIAO in the future? What are the pros and cons to have this Service included in the RIAO? If the Respondent is in favour or not in favour of that extension, it may provide CRA with the proposed amendments needed to the RIAO, technical specifications, processes, etc. This may be linked to the technical standards issues and technical feasibility (see for example 3.3.3) and Annex 8 of the RIAO Document.

### 3.2.2 Transition from the IAA to the RIAO

38. This issue refers only to the IAA signed between Ooredoo and Qnbn. The main body part I Clause 3.1 and Part 2 Clause 2.3 allow the termination of the IAA, assuming that products already provisioned under the IAA must automatically transfer under the regime of the agreement based on the RIAO.
39. However, transitional provisions are needed for the Services (including, the Access Area Requests), which have been ordered under the IAA but not provided when the agreement based on the RIAO is signed.

#### ***Ooredoo's proposal***

40. Ooredoo's suggestion is that Services, which are in the process of being provisioned upon the signature of an agreement based on the RIAO, will remain under the process of the terminated IAA.

#### ***CRA's position***

41. The CRA finds some merits in Ooredoo's proposal, which does not prevent the OLO to cancel an order submitted under the IAA and resubmit it under the agreement based on the RIAO.
42. In the above case, CRA believes that the OLO should not be asked to re-pay any charges to Ooredoo. Existing services, supplied under the IAA should continue to be supplied but under the terms of the IAA.
43. From a procedural point of view, CRA will provide instructions on this issue with the Order approving the RIAO.
44. The Authority poses the following questions:

Question 3	Do the Respondent agree with the Main Body wording on IAA termination and automatic transfer of IAA Services already provisioned to be then under the agreement based on the RIAO?
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- Question 4 Do the Respondent agree on the transitional provisions envisaged by CRA to deal with Services, which are in the process of being provisioned upon the signature of an agreement based on the RIAO?
- Question 5 Are other transitional provisions needed for moving to an agreement based on the RIAO? If so, please specify the additional transitional provisions needed along with a proposal on how to deal with them.

### 3.2.3 Network Protection and Interference with Other Services

45. The Main Body Part 2 Clause 8 refers to the above.

#### **Ooredoo's proposal**

46. Ooredoo proposed the inclusion of the following clauses:

- 46.1 Clause 8.4, stating when Ooredoo *"supervisor has reasonable grounds to believe that the OLO intends using equipment which is not Compliant Equipment with Ooredoo technical specifications or is otherwise causing any harm to the Services (or any other service, including Third Party operator services), Ooredoo shall: a) Notify the OLO of its reasonable grounds for believing that there is use of equipment which is not Compliant Equipment or interference taking place; and b) Give the OLO a reasonable opportunity to demonstrate that this is not the case or to remedy the situation"*.
- 46.2 Clause 8.5, stating *"Where the OLO's equipment is not Compliant Equipment or is otherwise causing interference to other service, (including Third Party operator services) the OLO shall remedy such interference as soon as practicably possible"*.
- 46.3 Clause 8.6, stating *"If the OLO's equipment adversely affects the normal operation of Ooredoo's or any Third Party operator services, or is a threat to any person's safety, in an emergency Ooredoo may suspend, to the extent necessary, such of its obligations hereunder, and for such period as may be reasonable, to ensure the normal operation of the Ooredoo's system or any Third Party operator system or reduce the threat to safety"*.
- 46.4 Clause 8.7 stating that *"The relevant equipment may be used as soon as practicable when the situation has been remedied"*.

#### **CRA's position**

47. On Clause 8.4, CRA is of the view that this potentially allows Ooredoo to block, at its own discretion, OLO's activities. The materials used are from the approved list and have been defined in the request, which has already been approved, so further objections are not reasonable. Annex 1 section 8 still allows the supervisor to stop work in order to protect Ooredoo assets or prevent an emergency. Accordingly, CRA is oriented to reject the clause.
48. On Clause 8.5, CRA 8.6 and 8.7, CRA is of the view that the issues of the interference in the network shall be addressed in the RIAO. Accordingly, CRA is seeking inputs from the Respondents before to form its opinion on Ooredoo proposals for addressing the issues.

- Question 6 Respondents are invited to comment on the clauses above along with proposed amendments to them as seen in the RIAO Document

### 3.2.4 Planning and forecasting

49. The Main Body Part 2 Clause 11 refers to the need to supply updates on the Ooredoo network plans for the next 12 months - to be updated every 6 months. The clause also obliged Ooredoo to update quarterly the Maps of the Areas requested by the OLO and

accepted by Ooredoo. This allows the OLO to have some insights to developments within the Ooredoo network, similar to the visibility that exists within the Ooredoo business.

### ***Ooredoo's proposal***

50. Ooredoo is of the view that the above information is confidential and should not be shared with the OLO.

### ***CRA's position***

51. The disclosure of the above information is justified with the application of the non-discrimination principle. The Retail arms of Ooredoo have access to this information. Hence, similar information shall be available to the OLOs for reducing the potential discrimination where an OLO has much less knowledge of plans than within Ooredoo and so cannot ever plan on a close to equal basis.

Question 7 Do the Respondents agree with the provision of this information and are any changes required for an OLO to plan its retail activities in a similar way as within Ooredoo?

Question 8 Will it be sufficient to enable the OLO to plan its network sufficiently or is more required?

## **3.2.5 Deeming provisions**

52. The Main Body Part 2 Clause 14 refers to processes in the RIAO where Ooredoo fails to respond within the specified time. If this time is not met, then the request from the OLO is deemed to have been accepted and the order moves to the next stage of the process.

### ***Ooredoo's proposal***

53. Ooredoo is of the view that deeming provisions may be acceptable for the activities that do not imply intervention on the network.

### ***CRA's position***

54. CRA has modified the RIAO proposed by Ooredoo and accepted that the deeming provisions refer to requests and actions that exclude physical works on the network (such as pulling cables). These changes are seen in the Annexes that define the detailed tasks that make up the end to end processes. Therefore, orders and approvals of capacity may be deemed to have been accepted and so the OLO can move the next stage in the process, even though Ooredoo failed to respond within the specified time. However, a request to physically install a cable would not be deemed to have been approved – the OLO must wait for an explicit approval. This approach addresses the concerns on network security and so physical actions on the network would need approvals (which would also allow supervision).

Question 9 Do the Respondents agree with the approach to deemed approvals to address concerns of risks to the Ooredoo's Network?

## **3.2.6 Resolution of disputes**

55. The Main Body Part 2 Clause 23 refers to the mechanism for resolving the disputes, which may arise in implementing an agreement based on the RIAO. In earlier versions of the RIAO that were consulted on, the Resolution of Disputes mechanism included the involvement of a "technical committee" - composed by representatives of Ooredoo,

the OLO and CRA – to which the dispute may be referred before to refer the Dispute to CRA or to Conciliation and arbitration.

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

#### ***Ooredoo's proposal***

57. Ooredoo proposed to confirm the mechanism of disputes resolution 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's position***

58. CRA is oriented to accept Ooredoo proposal.
59. The above additional step might delay the resolution of the dispute. Also, a standard process for all reference offers would streamline the processes for the industry.

Question 10 Do the Respondents agree with the clause on Resolution of Disputes?

### **3.3 Annex 1: Service Implementation**

#### **3.3.1 Access Area request**

60. 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. An area may be up to 3 Zones within Qatar.

#### ***Ooredoo's proposal***

61. According to Ooredoo, 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.
62. 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.

#### ***CRA's position***

63. CRA finds reasonable Ooredoo's proposal.
64. To provide the OLO with updated information on the Areas, CRA has 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 3.2.4 Planning and forecasting).
65. CRA finds that this amendment, along with Ooredoo's proposal, avoids the considerable administration overheads needed to regularly process many renewal AARs that would otherwise result.

Question 11 Do the Respondents agree that the Area should remain valid, once it is approved and that Ooredoo regular updates are reasonable so that the OLO can continue to use the area?

### 3.3.2 Restriction on new duct

#### ***Ooredoo's proposal***

66. In Clause 3.2 Ooredoo has proposed that the capacity of ducts built since 2012 (“new ducts”) is reserved capacity and not available to any OLO on the principle that Ooredoo is not under an obligation to build for other operators.

#### ***CRA's position***

67. CRA acknowledges that according 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*”. CRA notes that the above clause, even if included in a “commercial” agreement signed by parties, is not acceptable from a regulatory perspective. As matter of fact, Ooredoo has been designated as DSP in Market 10. The designation includes all ducts, without distinguish between “*existing*” and “*new*” ducts. It is normal that a DSP builds new networks and it will find that some of that network is bought on a wholesale basis by OLOs.
68. Accordingly, the RIAO shall include all ducts, regardless when they have been built or leased by Ooredoo. Indeed, any denial of competitive access to such “new” ducts would be a violation of Article 43(5) of the Telecommunications Law.
69. CRA might take a different view when the requirement of the Access Regulation on Ducts’ Sharing allows joint investment and it is implemented by Ooredoo. This, however, is not part of the current RIAO.

Question 12 Do the Respondents agree, as shown in the RIAO Documents, that “new duct” infrastructure should be *not* reserved exclusively for Ooredoo?

### 3.3.3 Equipment standards and technical feasibility

#### ***Ooredoo's proposal***

70. 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.
71. This is reflected, for example in:
- 71.1 Clause 4.1, where rejections are could be based on compliance with technical standards.
- 71.2 Clause 8, where a need for approved materials to be used is requested. Ooredoo stated: “*Any material not in conformity with Ooredoo Technical Specifications will not be accepted in all circumstances.*”

#### ***CRA's position***

72. CRA is of the view that Ooredoo’s approach could restrict the possible solutions available to the OLO. A more flexible arrangement allows anything that is technically feasible, though this could still have some limitations set by the overall standards.
73. 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 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.
74. 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 has been sent this information and finds that some of it is not applicable to the RIAO and therefore it 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 what is technically feasible and not simply the same cables that Ooredoo deploys.

75. CRA has adjusted the 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 – which shows the inherent problems of having definitions within the RIAO versus in other external documents.

Question 13 Do the Respondent considers the RIAO Document to be clear enough (specifically Annexes 1, 5 and 8) to allow some OLO freedoms in the technical solution yet does it ensure that legitimate Ooredoo concerns on the suitability of equipment are met?

### 3.3.4 Request forms and other forms

#### ***Ooredoo's proposal***

76. Ooredoo has included in the forms attached to Annex 1 the information required to process AAR, RAR and other requests. The key issue is if the scope of what is required to be supplied is in the form, so that a request should not be rejected if the pre-defined information (listed in within the form) is supplied.

#### ***CRA's position***

77. CRA agrees with Ooredoo's approach. However, it is now very relevant that the forms' required-information therefore should be clearly specified and comprehensive enough to allow the request to be assessed.

Question 14 Are the forms in **all Annexes** clear and are the lists of required information adequate, without excessive or unnecessary information demands?

### 3.3.5 Automated systems

78. In earlier versions of the RIAO, CRA required the parties to establish and implement an integrated database and GIS information system that links to the central systems within each Party (cf. clause 5.3 a) of Annex 1).

79. Also, CRA required that "*Once the integrated database and GIS information system is established, both parties will discuss and agree on connecting the Central Portal to the integrated database and GIS System. The purpose will be to create a fully automated environment for the processing of all applications under this RPO. The cost of integrating the Central Portal with the integrated database and GIS System will be shared by both Parties or as may be agreed otherwise by both Parties*" (cf. clause 5.3 b) of Annex 1). The system was supposed to include information required to process AAR, RAR and other requests.

#### ***Ooredoo's proposal***

80. Ooredoo is proposing to delete clause 5.3 a) and the part of clause 5.3 b) mentioned above.

#### ***CRA's position***

81. Linked GIS systems have been proposed to make data transfers easier and to be automated. It was also proposed that the tasks and processes defined in this and the other annexes are changed to be part of an automated ordering/trouble-ticketing

system. As described in the RIAO, almost all communications are in emails with individual forms. This requires significant levels of manual intervention, and so it creates long email trails, and therefore it is inevitably subject to errors and mistakes. If the volume of requests and approvals becomes more significant, then the benefits of an automated system are clear.

82. The commitments to move to automated IT systems or to have linked (but still separate) GIS data base systems are not yet firm commitments.
83. The CRA is of the view that automated systems are good in principle, but CRA is uncertain that the volumes are sufficient to justify the change (and expense), but this must be balanced against the cost of the manual process and possible errors. Separate GIS data systems exist, but the CRA has no view on whether these should be linked in new ways.

Question 15 What are the respondents' views on introducing an Automated system and what level of requests per month (typically: the numbers of RARs) would make the case for automated systems compelling? Expected volumes (current and/or forecasted) should be provided. CRA could then consider this as part of the final RIAO or support a push for the automation when the RIAO is working and volumes are sufficient.

## **3.4 Annex 2: Operational procedures**

### **3.4.1 Planned and unplanned maintenance versus emergency access**

84. The question refers to clause 3 and 4.2 of Annex 2.
85. On the above clauses, there is not a substantial difference between Ooredoo's proposal and CRA's view. However, given the relevance of accessing to the Network Elements, CRA would like to acquire inputs from the Respondents on the completeness of these clauses.
86. CRA is of the view that the RIAO must provide clarity on what constitutes an unplanned maintenance task and what are the differences to normal planned access and Emergency Access. It is seen as sensible to have this unplanned access definition.
87. An OLO will need to do changes and maintain items in the Ooredoo network from time to time. These planned tasks can be dealt with using approvals that are defined in advance.
88. Emergency accesses may be needed due to cable breaks or perhaps a fire and so a notice to access the network elements cannot be approved in advance. The RIAO has a defined process for contacting and notifying Ooredoo to confirm emergency access. Other maintenance may arise that is not planned for, but is not an emergency, so long term advanced notifications are not relevant. This may also include unplanned maintenance.

Question 16 What are the respondents' views of the definitions of the three types of access (planned, unplanned and emergency) and are the process definitions adequate in the RIAO?

### **3.4.2 Copper removal**

#### ***Ooredoo's proposal***

89. Ooredoo has not included this copper removal service in the RIAO.

#### ***CRA's position***

90. During the development of the RIAO it was proposed that the OLO should be able to itself remove (or require removal of) copper cables that are no longer used, and so liberate space that can be used by the OLO and also by Ooredoo.
91. 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.

Question 17 Do any respondent disagree and are there *compelling* arguments for having any copper-removal obligations re-inserted?

## **3.5 Annex 3: Services**

### **3.5.1 Supervision (clause 4)**

#### ***Ooredoo's proposal***

92. Ooredoo is of the view that it has the right to supervise any activities.

#### ***CRA's position***

93. CRA acknowledge that Ooredoo has the rights to supervise any works done by the OLO that requires access to the Ooredoo 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 implementations of cables require physical actions that create some risks to the existing infrastructure and so supervision would then be more normal.
94. Supervision is therefore expected for some actions and therefore the OLO should pay for it. These are defined in Annex 3 clause 4.
95. Other actions would not require the OLO to pay for it, should Ooredoo decide to supervise anyway (which is its right). This discretionary supervision is not paid for by the OLO.
96. Where supervision is normally required (say for installation) then the obligation is for Ooredoo to supply the supervision staff, when the OLO's work takes place. If supervisors are not available or do not turn up, then this should not stop the OLO from carrying out its actions *unsupervised*. This avoids delays, *plus* the real risks are low in any case, as all works are carried out by approved teams.

Question 18 Do any respondent disagree on the basis for supervision and charging?

## **3.6 Annex 4: Pricing**

### **3.6.1 Route Access Request (RAR) Fee**

#### ***Ooredoo's proposal***

97. Ooredoo proposes to introduce a RAR Fee to cover all the activities required in processing the Route Access Request.

#### ***CRA's position***

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

100. Accordingly, CRA sets only a wholesale charge for the Access Area Request covering all the activities required in processing the Area Access Request included in Annex 1 performed by Ooredoo following an Area Access Request.
101. Actually, according to Annex 1, the main process of ordering and provision begins 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.
102. 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 charge covers all the activities required in processing the Route Access Request and applies only to Route Area Requests related to Areas for which Area Access Requests have been already submitted by OLO and approved by Ooredoo.
103. The Fee may be set equal to the Access Area Request; the reason being that it is intended to cover the cost incurred by Ooredoo for providing the information listed in clause 11, Part 2 of the Main Body – with particular reference to updating the Maps of the Areas already accepted by Ooredoo. The alternatives to having a RAR Fee the same as the AAR Fee may be would be by:
  - 103.1 A lesser fee;
  - 103.2 A fee based on time and materials, based on the time needed to Ooredoo to manage a RAR. This last option seems hard to control and so CRA rejects this.
104. The fee for using the duct network elements begins from the date of the Provision Request approval (Annex 1 Section 4.5), and not when the RAR was submitted, as was initially proposed. This original proposal is no longer sensible with the introduction of the RAR fee, and it avoids invoice correction if the provisioned elements are different to what was originally requested.

Question 19 Do respondents disagree on the basis for RAR Fee?

## 3.7 Annex 5: Duct Access Interconnect

### 3.7.1 Road opening

#### ***Ooredoo's proposal***

105. Ooredoo is of the view that “*Ooredoo shall take into consideration any Road Opening authorisations the OLO may require to proceed to interconnection*” and “*Ooredoo shall not provide any Road Opening Approval until the relevant Interconnection Request has been approved.*”

#### ***CRA's position***

106. Road Opening (ROp) approvals are a standard process in Qatar. Interconnection works are standard processes that are part of the RIAO. The two are distinct (although related at times).
107. CRA does not want to see an impasse occur where a ROp process is refused because it is needed for an interconnection that has not yet been approved as part of the separate RIAO process. A vice versa situation could also exist (interconnection not allowed because ROp is not applied for or is incomplete).
108. CRA requires that the approvals of each are made on their own merits. This would assume that the other process is approved. This avoids the need for the approvals to be only done simultaneously. Additionally it avoids the need for joint-approvals work in Ooredoo – needed to link the approvals of both RO and interconnection in one task or team, and so it avoids the impasse situation.

Question 20 Do respondent agree that the approvals should be disconnected to ensure smoother processes and to avoid unreasonable delays caused by objections in one area based on lack of approvals in the other?

## 3.8 Annex 6: Dictionary

### 3.8.1 General review

109. The Dictionary is a relevant part of the RIAO and should be complete and consistent with the other parts of the RIAO.

Question 21 Do the respondent agree that the Dictionary is complete and consistent with the other parts of the RIAO?

## 3.9 Annex 7: Service level guarantees

### 3.9.1 Average weighted time

#### *Ooredoo's proposal*

110. Ooredoo proposed using the average of several processes each measured end to end, also using the worst-case time for the process as the target.

#### *CRA's position*

111. 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 agreed 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.

112. 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.

113. 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.

### 3.10 Annex 8: Technical guidelines

#### 3.10.1 What to include in the RIAO versus what might be in supplementary working papers

114. Key principles and terms are defined in the RIAO. Many contractual agreements, when enacted, require additional details of processes, tasks and specifications that form *working documents* that the parties can develop and can agree to comply with. Inevitably detailed annexes such as Annex 8 start to define such working details. Where general principles can be defined, then it is sensible to have these in the Annexes but too many details could make a contract too complex. Additionally, as such working details are likely to change over time, it would result in formal contractual changes each time this happens. CRA does not believe contract-changes (with resulting legal signatures to the changes) are required if new types of duct, duct sizes or cables are agreed to be deployed. Yet an Agreement should still have some over-riding technical principles to which the parties can agree to adhere to.
115. A key issue is whether the RIAO should refer to additional specifications and papers that are not directly part of the agreement but could be binding on the OLO. It is reasonable that an agreement may state that the parties agree to abide by a (still to be defined) working document of processes or agreed equipment items. Such operations manuals are normal in business, but the manual itself is not in the contract. CRA has seen documents (taken from a CD), but these are clearly not all in a form that an OLO would be able to accept as a basis for working practices. Therefore the RIAO cannot have these as obligations that an OLO can agree to abide by when the RIAO is signed. The CRA is not against developments of the documents into general technical specifications that form a working document that the parties will agree to abide by – so that the OLO solutions will conform to these specifications with the allowance of technically feasible variations that still do not break the overall specification.
116. Given the relevance of the RIAO, CRA is aimed to favor the need of certainty in the technical guideline to be complied by the OLO. Accordingly, the Annex 8 should include all the technical guideline the OLO is requested to comply with.
117. This issue was also raised under 3.3.3 above where Ooredoo's proposal and CRA's position have been already included.

Question 23 Do respondents agree that only the technical guidelines within the RIAO annexes are formally part of the RIAO and must be complied by the OLO?

Question 24 Do respondents find the Annex 8 including all the relevant technical guidelines needed for implementing the RIAO? If not, Respondents are invited to amend Annex 8.

### 3.11 Annex 9: Safety and Security

#### 3.11.1 Is this a reasonable additional requirement?

118. Ooredoo has added these Safety and Securing requirements that were not in the IAA or in the earlier draft RIAO. The levels of bureaucracy in the RIAO are significant and CRA is reluctant to add to this. Assuming such approvals are universal for all works in Ooredoo (not just for RIAO actions), then the Safety and Security additions are acceptable, also to be consistent with the application of the non-discrimination principle.

119. CRA requires that the Safety and Security approvals can be made for a range of work and tasks – so that such forms are not needed for every small task. This would be an excessive administrative burden. Such simplifications are sensible as most RIAO processes similar in nature and/or require other similar tasks. Approvals for individual tasks (*in extremis* - needed on a daily basis) are not required or desired.

Question 25 Do respondent agree with the additional approvals and forms in Annex 9, and are the provisions to ensure coverage of more than a few small tasks in each approval, sufficient?

## 4 List of Questions

Question 1 Do the Respondents find that the definition as amended by CRA are consistent with the Access Regulations? ..... 7

Question 2 Should the sub-ducting service be part of the RIAO in the future? What are the pros and cons to have this Service included in the RIAO? If the Respondent is in favour or not in favour of that extension, it may provide CRA with the proposed amendments needed to the RIAO, technical specifications, processes, etc. This may be linked to the technical standards issues and technical feasibility (see for example 3.3.3) and Annex 8 of the RIAO Document. .... 7

Question 3 Do the Respondent agree with the Main Body wording on IAA termination and automatic transfer of IAA Services already provisioned to be then under the agreement based on the RIAO? ..... 7

Question 4 Do the Respondent agree on the transitional provisions envisaged by CRA to deal with Services, which are in the process of being provisioned upon the signature of an agreement based on the RIAO? ..... 8

Question 5 Are other transitional provisions needed for moving to an agreement based on the RIAO? If so, please specify the additional transitional provisions needed along with a proposal on how to deal with them. .... 8

Question 6 Respondents are invited to comment on the clauses above along with proposed amendments to them as seen in the RIAO Document. .... 8

Question 7 Do the Respondents agree with the provision of this information and are any changes required for an OLO to plan its retail activities in a similar way as within Ooredoo? ..... 9

Question 8 Will it be sufficient to enable the OLO to plan its network sufficiently or is more required? ..... 9

Question 8 Do the Respondents agree with the approach to deemed approvals to address concerns of risks to the Ooredoo’s Network? ..... 9

Question 9 Do the Respondents agree with the clause on Resolution of Disputes? ..... 10

Question 10 Do the Respondents agree that the Area should remain valid, once it is approved and that Ooredoo regular updates are reasonable so that the OLO can continue to use the area? ..... 10

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Question 18 Do respondents disagree on the basis for RAR Fee? ..... 15

Question 19 Do respondent agree that the approvals should be disconnected to ensure smoother processes and to avoid unreasonable delays caused by objections in one area based on lack of approvals in the other? ..... 16

Question 20 Do the respondent agree that the Dictionary is complete and consistent with the other parts of the RIAO? ..... 16

Question 21 Do respondent agree with this approach and with the values used? ..... 17

Question 22 Do respondents agree that only the technical guidelines within the RIAO annexes are formally part of the RIAO and must be complied by the OLO? ..17

Question 23 Do respondents find the Annex 8 including all the relevant technical guidelines needed for implementing the RIAO? If not, Respondents are invited to amend Annex 8. .... 17

Question 24 Do respondent agree with the additional approvals and forms in Annex 9, and are the provisions to ensure coverage of more than a few small tasks in each approval, sufficient? ..... 18

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**[CONFIDENTIAL]**

**Reference Infrastructure Access Offer (RIAO)**  
**of**  
**Ooredoo Q.S.C.**

**RIAO submitted by Ooredoo on 06 September 2015 as amended by CRA**  
**(CRA 2015/09/14B)**

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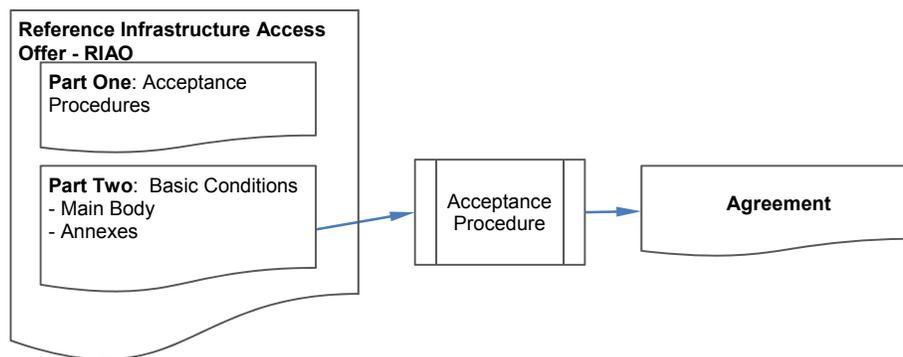
## Reference Infrastructure Access Offer

Pursuant to Article (18) and (25)2 of the Telecommunications Law, Article (51) of the Executive By-Law and the License for the Provision of Public Fixed Telecommunications Networks and Services issued to Ooredoo Q.S.C. (**Ooredoo**) (dated 7 October 2007), Annexure F, Article (4), Ooredoo is publishing the present Reference Offer (**RIAO**).

This RIAO consists of two parts.

- Part One sets out the procedures to accept the basic conditions contained in Part Two, which are necessary for an Agreement.
- Part Two, including the basic conditions and the Annexes, establishes the minimum terms and conditions on which Ooredoo will enter into an Agreement with a Licensed Service Provider.

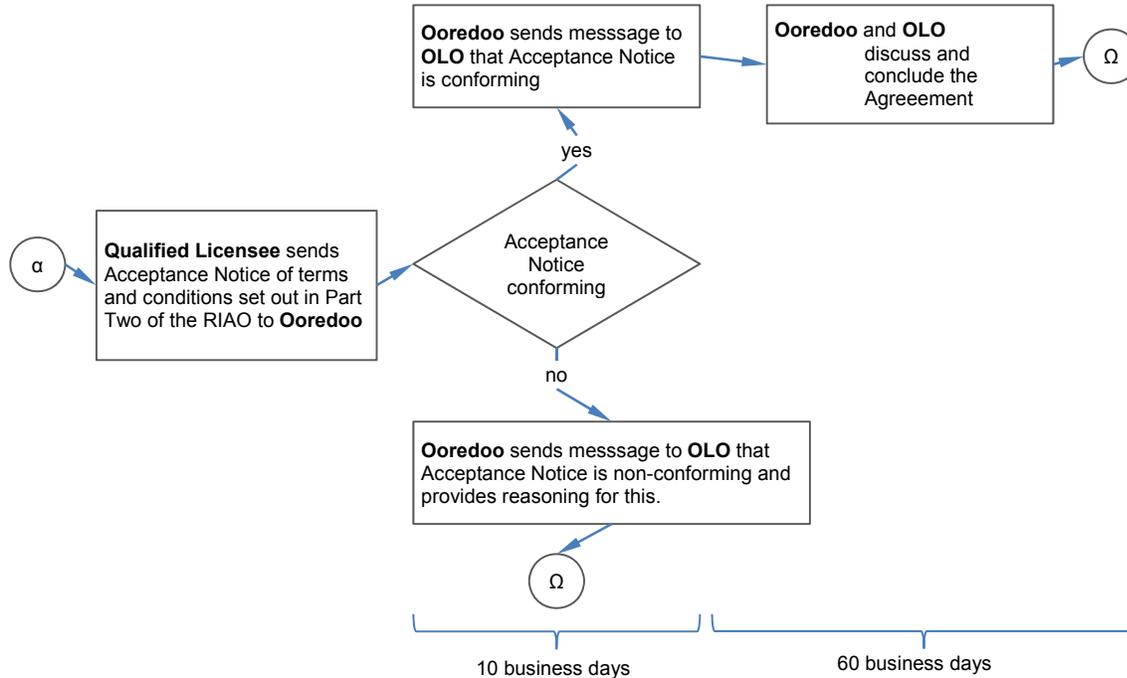
The structure of the RIAO and how, after the Acceptance Procedure, the Agreement is reached is shown in the indicative chart below:



## Part One: Acceptance Procedures

### 1. Process

1.1 An indicative process chart of the Acceptance Procedure is provided below:



### 2. Acceptance Notice

- 2.1 If a Licensed Service Provider is entitled by the terms of its License and the Applicable Regulatory Framework to acquire Services contained in Part Two (**Qualified Licensee**), the Qualified Licensee must submit to Ooredoo a written acceptance of the terms and conditions set out in Part Two (**Acceptance Notice**).
- 2.2 A Qualified Licensee that submits such an Acceptance Notice shall be known as the Other Licensed Operator (**OLO**). The OLO, by submitting the Acceptance Notice, will become bound by the provisions of this RIAO, including the representations and warranties contained in clause 4.
- 2.3 The OLO shall submit the Acceptance Notice in writing to:

NATIONAL WHOLESALE  
Ooredoo Q.S.C.  
Doha, Qatar, PO Box 217

- 2.4 The OLO's Acceptance Notice must contain the following information:
  - (a) The Services the OLO wishes to receive;
  - (b) The type of telecommunications service license held by and the specific telecommunications services provided by the OLO;

- (c) A designated contact person.
- 2.5 Notwithstanding the provisions in clause 3, Ooredoo will notify the OLO within ten (10) business days of whether it finds the Acceptance Notice conforming or non-conforming under clause 3.1. Except to the extent Ooredoo finds the Acceptance Notice to be non-conforming under clause 3.1, and subject to clause 3, Ooredoo and the OLO will, following submission by the OLO of the Acceptance Notice, use their reasonable endeavors to complete discussions to conclude an **Agreement** within sixty (60) Days of the receipt of the Acceptance Notice.
- 2.6 Conditions amending the terms and conditions of the RIAO can be negotiated, but are subject to approval by CRA. In case there is no agreement between Ooredoo and the OLO within the stated timeframes, the case shall be referred to CRA who will rule on behalf of the parties in accordance with Article 61 of the Telecommunications Law and with Article 47 of the Executive By-Law.
- 2.7 For the purposes of this RIAO, an Agreement entered into on terms and conditions consistent with those set out in Part Two of this RIAO shall be referred to as an Agreement.
- 2.8 If the OLO requests products outside the Relevant Markets for which Ooredoo is declared dominant, the terms and conditions for the provision of such services can be separately negotiated by the Parties and can remain outside the scope of the Agreement.

### **3. Assessment of Acceptance Notice**

- 3.1 Ooredoo may find an Acceptance Notice to be non-conforming if:
  - (a) The OLO is not a Qualified Licensee; or
  - (b) The OLO has not provided a notification in accordance with the requirements of clause 2.4, or the information contained in the Acceptance Notice is missing, inconsistent or incomplete; or
  - (c) Ooredoo is already supplying the Services that are the subject of the Acceptance Notice to the OLO pursuant to an existing agreement and the OLO has not notified Ooredoo of its intention to have an Agreement under this RIAO supersedes the provision of the Services under that existing agreement.
- 3.2 If Ooredoo finds an Acceptance Notice to be non-conforming under this clause 3 it will:
  - (a) Notify the OLO in writing within ten (10) Business Days of receipt of the Acceptance Notice, providing reasons for rejection to the OLO with the notice in paragraph 3.2(a); and
  - (b) Not be required to enter into an Agreement pursuant to the Acceptance Notice. The OLO may submit a revised Acceptance Notice.
- 3.3 If Ooredoo notifies the OLO that the Acceptance Notice is conforming, the parties will commence discussions aimed at concluding the Agreement in accordance with clause 2.5.

#### **4. Representations and Warranties**

- 4.1 By submitting an Acceptance Notice, the OLO represents and warrants that:
- (a) It has power to enter into and observe its obligations under an Agreement;
  - (b) It has in full force and effect the authorizations necessary to enter into an Agreement, observe obligations under it and allow it to be enforced;
  - (c) Its obligations under an Agreement are valid and binding and are enforceable against it in accordance with its terms; and
  - (d) The information provided by it to Ooredoo in its Acceptance Notice is complete, true and correct, and not misleading.
- 4.2 Ooredoo represents and warrants that:
- (a) It has power to enter into and observe its obligations under an Agreement;
  - (b) It has in full force and effect the authorizations necessary to enter into an Agreement, observe the obligations under it and allow it to be enforced; and
  - (c) Its obligations under an Agreement are valid and binding and are enforceable against it in accordance with its terms.
- 4.3 Each Party agrees to indemnify the other Party on demand for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by the other Party which arises out of or in connection with any breach of any of the representations given in this clause 4.

#### **5. Effect of Variation**

- 5.1 Ooredoo
- (a) may amend this RIAO from time to time with the approval of CRA or
  - (b) must amend the RIAO if directed by the CRA to do so in accordance with the Applicable Regulatory Framework.
- 5.2 CRA may give the OLO and other industry stakeholders the opportunity to make representations before giving its approval or instruction to Ooredoo. For the avoidance of doubt, Ooredoo will continue to provide services to the OLO during such period.
- 5.3 Without prejudice to an OLO's right to dispute a change to the RIAO, where an Agreement is based on a RIAO, an amendment to an RIAO will be deemed to alter the relevant terms and conditions of that Agreement. However, if the OLO or Ooredoo disputes the change to the RIAO that are directed by the CRA, no amendments to the Agreement will be deemed to occur unless and until such dispute is resolved.

## **Part Two: Basic Conditions**

### **Main Body**

#### **1. Definitions and Interpretations**

- 1.1 In this RIAO, except in cases in which the context would require otherwise, words and terms shall be defined based on the definitions contained in Annex 6 – Dictionary.
- 1.2 If there is any inconsistency between the documents comprising this RIAO, the documents will be given priority in the following order to the extent necessary to resolve that inconsistency:
  - (a) This Main Body;
  - (b) Annex 4 – Pricing
  - (c) the other Annexes;
  - (d) the attachments; and
  - (e) any other document referred to in this RIAO.
- 1.3 In the event of conflict or ambiguity between the terms defined in the RIAO and terminology used elsewhere, the following sources should guide the interpretation of the term, which is presented in a hierarchical order:
  - (a) The RIAO itself
  - (b) The regulatory framework including the Telecommunications Law and the Telecommunications Executive By-Law
  - (c) The Licenses

#### **2. Commencement and Duration**

- 2.1 An Agreement based on the RIAO takes effect on the Commencement Date and shall continue until the expiry or revocation of Ooredoo's License or the termination of an Agreement based on the RIAO in accordance with its terms, whichever comes first.
- 2.2 In the event that all or a material part of either Party's License is suspended or terminated, the other Party may suspend or terminate an Agreement based on the RIAO (or such part thereof as may be reasonable in the circumstances) by notice in writing, copied to CRA, to the Party whose License has been suspended or terminated.
- 2.3 This Agreement supersedes and replaces any prior existing agreement with Ooredoo with respect to the Services and/or Network Elements.

#### **3. Scope**

- 3.1 This RIAO is intended to establish a framework for the provision of access to and use of Services in the State of Qatar that reflects the Applicable Regulatory Framework to ensure the provision of, and access to and use of the Network Elements and Services:
  - (a) is non-discriminatory, according to the clause 4;

- (b) is fair, transparent and encourage competition within the State of Qatar.
- 3.2 The Parties agree to establish Services pursuant to the provisions of Annex 1 of this RIAO.
- 3.3 Ooredoo will provide Services to the OLO pursuant to the terms of this RIAO.

#### **4. Non-Discrimination**

- 4.1 Ooredoo shall treat the OLO and all requests that the OLO makes for Infrastructure Access Services (whether for existing Services as set out in Annex III or new Services as requested in accordance to clause 15 (New Services) including price and non-price related terms, in a fair, reasonable and non-discriminatory manner.
- 4.2 Subject to any reasonable technical limitations, Ooredoo will provide the OLO with the same terms and conditions for the infrastructure access requirement of the OLO's networks, as Ooredoo provides for itself, or its affiliates and subsidiaries. Ooredoo shall not extend to itself any undue preference. For avoidance of doubt, Ooredoo shall not discriminate the OLO and shall provide:
  - (a) a technical and operational quality level equivalent to the quality Ooredoo provides itself and to its affiliates;
  - (b) access rules of a technical and operational nature equivalent to that which it accords itself;
  - (c) an economic treatment equivalent to the internal transfer charges or prices Ooredoo provides itself and to its affiliates.
- 4.3 Ooredoo shall provide the OLO with access to Services:
  - (a) in accordance with this RIAO;
  - (b) in accordance with the requirements of the "Instructions issued by The Communication Regulatory Authority to Service providers, Developers and Building Owners for the Installation, operations and access to telecommunications facilities, services and physical infrastructure in the State of Qatar" on 25 August 2013 (Access Principles) as amended from time to time, and the Passive Civil Telecommunications Infrastructure Access Regulations issued on 28 June 2015 as amended from time to time.

#### **5. Network Alteration and Modification**

- 5.1 Ooredoo shall give the OLO reasonable notice of any anticipated Network Alteration and (planned) maintenance and repair whether initiated by Ooredoo or a Third Party which has notified Ooredoo.
- 5.2 Where Ooredoo has initiated the Network Alteration and (planned) maintenance and / or repair ('Change') as provided in 5.1 above, Ooredoo shall provide such information that may be reasonably required by OLO to assess the impact on their services. Such information shall be limited to the impact on the Services provided by Ooredoo to the OLO under this RIAO.

- 5.3 Ooredoo and the OLO shall be responsible for the operation and maintenance of their respective infrastructure.
- 5.4 The OLO shall comply fully with Ooredoo Technical Guidelines relevant to the Services included in this RIAO, which are included in the Annexes with this RIAO.

## **6. Service Schedules**

- 6.1 The Service Schedules in Annex 3 provide for definitions and descriptions of the Services offered.

## **7. Charging for Services**

- 7.1 The structure and the amount of the charges for the provision of Services are specified in Annex 4. Charges are set out in Annex 4 and billed and collected in accordance with the processes and procedures specified in clause 17 and 18 of the Main Body of this RIAO.
- 7.2 The Charges paid to Ooredoo by the OLO are set by CRA at a level to ensure that Ooredoo is sufficiently resourced to meet all of the obligations of the RIAO and Annexes, including Annex 7 (Service Levels).
- 7.3 Recurring Charges payable in respect of access to a Network Element shall accrue from the date the Network Element has been installed and Accepted by the OLO, in accordance with Annex 1 (Service Implementation).

## **8. Network Protection and Interference with Other Services**

- 8.1 The OLO is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this RIAO to ensure that its Network does not endanger the safety or health of employees, contractors, agents, customers of Ooredoo.
- 8.2 The OLO shall ensure that interconnection of its Network and usage of Ooredoo infrastructure does not:
  - (a) Interrupt, degrade, or impair service over any of the facilities comprising Ooredoo's Network or any facilities of any other entity interconnected to Ooredoo's Network;
  - (b) Breach or impair the security or privacy of any communications over such facilities;
  - (c) Cause damage of any nature to Ooredoo's Network; or
  - (d) Create hazards to employees of Ooredoo or users of Ooredoo's Network.

## **9. Management of Passive Infrastructure Services**

- 9.1 Technical and Commercial Representatives:
  - (a) Within five (5) Business Days of the Commencement Date, the Parties shall each appoint suitably qualified and experienced Technical Representatives and Commercial Representatives with sufficient authority within each organization as the principal points of contact

between the two Parties to coordinate and facilitate the fulfilment of obligations contained herein and all communication on RIAO matters.

- (b) Either Party may request a meeting to address any matter related to RIAO. The Parties agree to meet within five (5) Business Days of receipt of a request for a meeting and a detailed agenda.
- (c) On the Effective Date, each Party will agree on and appoint twenty-four (24) hour contact points for Fault Reporting (**Fault Reporting Contacts**) and appropriate senior contacts for Fault Escalation (**Fault Escalation Contacts**), as set out in Annex 2 (Operational Procedure), with appropriate telephone numbers and email addresses provided. Second and third level Fault Escalation Contacts should be at progressively higher levels of management and decision-making authority. Either Party may appoint new Fault Reporting Contacts and/or Fault Escalation Contacts by providing notice in writing to the other Party. Such appointment shall take effect five (5) Business Days following receipt by the Party receiving such notice. The names and contact information for such Fault Reporting Contacts and Fault Escalation Contacts shall be included in the Network Plan.
- (d) The Technical Representatives and Commercial Representatives of the Parties shall consult together from time to time in connection with the operation and implementation of an Agreement and endeavour to resolve any problems (including issues relating to Quality of Service), encountered by them in relation to the operation and implementation of an Agreement.

#### 9.2 Billing Representatives:

- (a) Each Party shall appoint by notification to the other Party a Billing Representative, who shall be sufficiently competent, experienced and authorized to handle billing matters.
- (b) Inquiries related to billing, collection, settlement arrangements, and/or network and operation issues related to billing may be directed to the Billing Representatives. All notices of a Billing Dispute must be sent to the Billing Representative.
- (c) Either Party may, at any time, appoint a new Billing Representative, provided that they give prior notification to the other Party ten (10) Business Days in advance.

#### 9.3 Joint Passive Infrastructure Access Committee:

- (a) Within fourteen (14) days of the Effective Date, the Parties shall establish a Joint Passive Infrastructure Access Committee in order to maintain currency of the Network Plan which will meet at a frequency to be agreed and recorded in the Network Plan.
- (b) The Joint Passive Infrastructure Access Committee will be the principal forum for the initial and on-going technical and planning discussions. It shall also discuss and resolve matters related to technical, planning, operational, billing and service. There shall be an agreed agenda, which may include the following:

- Orders status;
- Analysis of Service quality
- Access issues and status of the faults during the period since the previous meeting;
- Billing processes and billing issues;
- Provision of relevant information and discussion of changes to forms and information to be provided by the OLO;
- Forecasts for maintenance for both parties;
- Other issues related to the operational aspect of the RIAO.

## 10. Operational Aspects

- 10.1 The Parties shall comply with their respective obligations relating to the operational aspects of Passive Infrastructure Services as outlined in Annex 2 Operational Procedures in a timely and professional manner.
- 10.2 The Parties shall consult together on a regular periodic basis, which shall be no less than every ninety (90) days, in connection with the operation of the Agreement and endeavor to resolve any problems (including but not limited to issues relating to Quality of Service) encountered by them in relation to the operation and implementation of an Agreement under this RIAO. The parties shall make available all relevant primes vested with sufficient authority to resolve issues which may arise in such regularly scheduled meetings.
- 10.3 Each Party will obtain and maintain all necessary licenses and consents required by the Governmental Authorities to meet their obligations under the terms of the Agreement.
- 10.4 Each Party of the Agreement, or such that Party may designate from time to time, will be entitled to undertake any operational testing or maintenance in accordance with the Schedule 2 Operational Procedures.

## 11. Planning and Forecasting

- 11.1 Ooredoo will make available to the OLO:
- (a) An One (1) year Rollout Plan, to be updated every 6 months;
  - (b) A Quarterly Ready For Service (**RFS**) Plan, detailing the Duct ready for use in the next quarter;
  - (c) For the Areas requested by the OLO and accepted by Ooredoo according to clause 2.2 of Schedule 1, Maps and other data of the Areas - including the information defined in Schedule 1 - quarterly updated.
- 11.2 The availability of the before mentioned information shall not be a precondition to the provision of Services by Ooredoo to the OLO, and the requirements listed above shall not in any way delay or abridge Ooredoo's obligations to provide Services.

## 12. Ordering and cancellation

- 12.1 Ordering and cancellation procedures of Services shall be as set out in Annex 1.

### **13. Provisioning and Implementation**

13.1 Provisioning and Implementation procedures of Services shall be as set out in Annex 1.

### **14. Deeming provisions**

14.1 Ooredoo acknowledges and agrees that some obligations to be performed by it under this RIAO and the Annexes are subject to specified timeframes for completion by Ooredoo and subject to the Service Levels as set out in Annex 7 (Service Level Guarantees).

14.2 The Parties agree that, when specified in the RIAO, where a specified timeframe is not met and/or a request has neither been accepted or rejected in a specified timeframe by Ooredoo in accordance with the specific obligation to be performed, the performance of the obligation will be deemed to have been met and/or accepted by Ooredoo unless this causes a specific harm to Ooredoo's network. The OLO shall, therefore be entitled to accept the obligation (including acceptance) as completed and performed by Ooredoo and any subsequent actions, rights or obligations by the OLO can be performed according to this RIAO and the Annexes.

### **15. Provision of Information**

15.1 Ooredoo is obliged to provide all the information required under this RIAO and the Annexes.

15.2 Subject to a Party's obligations of confidentiality to Third Parties, a Party may request and the other Party shall provide information on protocols in use by that other Party which are required for the provision of Services specified in this RIAO, if such other Party has relevant information and the provision of such information is necessary as a consequence of the absence or incompleteness of international standards.

15.3 Notwithstanding any provision of this RIAO, a Party shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party unless such Third Party accept to keep the information confidential.

15.4 The Disclosing Party will use reasonable endeavours to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.

15.5 If a Disclosing Party provides information to a Receiving Party, the Disclosing Party shall have obtained all appropriate Third Party consents.

15.6 The Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any conditions imposed and identified, including those relating to confidentiality as per clause 21, by the Disclosing Party or any third party at the time when the information was provided.

15.7 An agreement based on this RIAO shall not require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality.

## 16. Quality of Services

- 16.1 Ooredoo shall meet or exceed the Target Service Levels in accordance with the provisions of Annex 7 Service Level Guarantees. For specific routes, the Parties may agree in writing to vary the Target Service Levels as set out in the Annex 7 Service Level Guarantees.
- 16.2 Subject to clause 16.1, in order to measure its performance in providing the Services in accordance with applicable Service Levels, Ooredoo will generate a SLA Report every ninety (90) days for submission to the OLO and to CRA in accordance with the requirements of Annex 7 Service Level Guarantees or with further measures CRA may adopt in the future to ensure adequate Service Levels.

## 17. Billing

- 17.1 Ooredoo shall bill and the OLO shall pay invoices in accordance with the procedures outlined in Annex 4.
- 17.2 The Charges include all taxes and surcharges.
- 17.3 Invoices are due and payable in Qatari Riyals. Invoices will be dated as of the date of issue of the invoice (the **Issue Date**) and are payable on or before the **“Due Date”** which is thirty (30) Calendar Days from the Issue Date.
- 17.4 Ooredoo shall provide to the OLO, invoices of all amounts due to it, calculated in accordance with the provisions of Annex 4.
- 17.5 Neither Ooredoo nor the OLO will be entitled to set off Charges owed to it under an Agreement based on this RIAO or in dispute between the Parties against any charges that Ooredoo or the OLO owes to the other Party under a separate agreement between the Parties.
- 17.6 In the case that an invoice is disputed, the standard payment terms set out in clause 18 shall not apply, and the Parties shall resolve the dispute in accordance with the Billing Disputes process set out in clause 19.
- 17.7 In order for an invoice to be validly issued, Ooredoo must provide together with that invoice, the following documentation to verify the amounts set out in the invoice:
- (a) details of the Billing Period to which the Charges relate;
  - (b) details of the specific Network Elements or Service to which the Charges relate; and
  - (c) dates when a particular Network Element or Service has been made available to OLO, in the case that the Billing Period for such a Network Element is shorter than one quarter period.

## 18. Payment

- 18.1 OLO shall pay any undisputed invoice issued under the Agreement within 30 calendar days of receipt (the **“Due Date”**).
- 18.2 All undisputed amounts must be:

- (a) paid by electronic funds transferred directly to the nominated account of the Invoicing Party, or such other means as may be agreed by the Parties; and
- (b) subject to clause 18.5, paid without any counter-claim and free of any withholding or deduction.

- 18.3 Payments are deemed to be received on the date of receipt by the Invoicing Party.
- 18.4 Ooredoo may charge interest at a rate equal to the sum of the Central Bank of Qatar base interest rate for the time being in force plus 2% per annum on the undisputed amount of any payment received after the Due Date, from the Due Date until the date it is received.
- 18.5 If any sum of money, excluding any amount in respect of any Service Credit is payable to OLO by Ooredoo under the Agreement, that sum may be deducted by OLO from the Charges payable by OLO to Ooredoo as a credit against the next invoice which is issued by Ooredoo under the Agreement to OLO. If any amount is payable to OLO by Ooredoo at expiry or termination of the Agreement and there are no more invoices to be issued by Ooredoo, OLO may issue an invoice for the relevant amount to Ooredoo which Ooredoo shall pay within 30 calendar days after its receipt of that invoice.
- 18.6 If Ooredoo omits or miscalculates the Charges in an invoice (including in circumstances where, after an invoice is submitted to the OLO, the OLO has been invoiced for Charges relating to access to Network Elements that are not owned by Ooredoo), Ooredoo will include those Charges which have accrued but not been invoiced in the first invoice it submits after discovering the omission or miscalculation, and refund any overpayment of Charges paid by the OLO. At the same time, Ooredoo shall provide a written explanation of the omitted or miscalculated Charges to the OLO.
- 18.7 If the OLO makes an overpayment in error, it must notify Ooredoo within fifteen (15) Business Days of the later of:
- (a) the date of the overpayment; and
  - (b) when Ooredoo's notification of miscalculation is not correct or inadequate, the date on which Ooredoo notifies the OLO that it has miscalculated the Charges in respect of an invoice.
- 18.8 The OLO shall provide Ooredoo with sufficient details for Ooredoo to identify the overpayment. If Ooredoo, (who must act reasonably, in good faith and promptly) verifies the overpayment, Ooredoo will, at its option, either credit the overpaid amount against the next invoice issued to the OLO or if there are no more invoices to be issued to the OLO, promptly return the overpaid amount to the OLO.
- 18.9 Within fifteen (15) Business Days following the end of each month, the OLO shall submit a written notice to the OLO detailing the failures by Ooredoo to achieve the Service Levels in the previous month. Within seven (7) Business Days after receiving the notice, Ooredoo shall notify whether it accepts or rejects the notice. If Ooredoo accepts the notice or it fails to notify the OLO of

its acceptance or rejection of the notice within the seven (7) Business Days, Ooredoo shall either pay the OLO or issue a credit note to the OLO for an amount equal to the Service Credits within ten (10) Business Days after receipt. If Ooredoo disputes a notice it receives from the OLO, the matter shall be escalated for resolution in accordance with clause 23 of the Main Body.

## **19. Billing disputes**

- 19.1 A Billing Dispute is a dispute between the parties which arises because the OLO, acting reasonably, considers there is an error in:
- (a) the amount of an invoice payable by the OLO under this RIAO; or
  - (b) the amount of any Service Credit provided by Ooredoo under this RIAO.
- 19.2 The OLO shall notify Ooredoo of a Billing Dispute by raising a Billing Dispute Notice to Ooredoo within thirty (30) days of the date the invoice to which the Billing Dispute relates. Ooredoo will acknowledge receipt of the Billing Dispute Notice within two (2) Business Days of receipt by contacting the Billing Representative or the person specified as the OLO's nominated contact person in the Billing Dispute. The Billing Dispute Notice shall describe the OLO's reasons for disputing each item in sufficient detail so as to enable Ooredoo to ascertain the validity of the dispute.
- 19.3 If the Parties do not resolve the Billing Dispute within five (5) Business Days of receipt of the Billing Dispute Notice, the Billing dispute will be addressed in accordance with the Resolution of Disputes under the clause 23 of the Main Body.
- 19.4 Each party must continue to perform all its obligations under the Agreement despite the existence of a Billing Dispute.

## **20. Credit Assessment and Credit Risk Management**

- 20.1 Ooredoo may carry out credit vetting of a prospective OLO. The method to be used by Ooredoo will be communicated to the OLO and will be applied consistently to all OLOs.
- 20.2 If the result of the credit vetting of a prospective or existing OLO confirm that the provision of Services poses a financial risk which is greater than can be controlled by a credit limit (which Ooredoo shall justify), Ooredoo has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved. The level of security shall take account of factors such as the estimated value of Services to be provided and the projected liability. The financial security may be provided by a means such as bank deposit or guarantee, and Ooredoo shall not unreasonably refuse to accept any other typical form of financial guarantee proposed by the OLO. The financial security will be subject to quarterly review during the first year of operation and will be removed or reduced where the security or its level is no longer justifiable. Thereafter, the review procedures relating to OLO set out in clause 20.4 shall apply.
- 20.3 Ooredoo may carry out credit vetting of an existing OLO where Ooredoo has

reasonable concern about the ability of the OLO to cover debts including without limitation where Ooredoo has evidence of a poor payment history or the OLO's credit rating has been downgraded or threatened to be downgraded. The method to be used will be communicated to the OLO and will be standard to all OLOs. However, if the OLO does not agree with the results of the credit vetting process then the OLO shall be entitled to invoke the Resolution of Disputes under clause 23 of the Main Body.

- 20.4 Should the result of credit vetting of an existing OLO confirm the existence of a financial risk, Ooredoo has the right to request a form of financial security. The level of security requested shall be proportional to the risk involved and shall take due account of historic levels of Service payments, liability, payment frequency and credit terms. The financial security may be provided by a means such as bank deposit or guarantee, and Ooredoo shall not unreasonably refuse to accept any other form of financial guarantee proposed by the OLO. The financial security will be subject to quarterly review and will be removed or reduced where the security or its level is no longer justified.
- 20.5 A financial security may only be required by Ooredoo where Ooredoo has assessed credit risk in accordance with clause 20.2, 20.3 or 20.4.
- 20.6 For avoidance of doubt, any Disputes relating to credit vetting and credit management shall be subject to the conditions set out in clause 23 of this RIAO.

## **21. Confidentiality and Disclosure**

- 21.1 The Receiving Party must:
- (a) Keep confidential all Confidential Information and not disclose it to anyone except as permitted under this RIAO;
  - (b) Use all Confidential Information solely for the purpose for which it was supplied;
  - (c) Not disclose the information or use the information for any anti-competitive purpose; and
  - (d) Not copy or record in any other form any part of the Confidential Information except as is strictly necessary for the Approved Purpose.
- 21.2 The Disclosing Party shall use reasonable endeavours to ensure that information disclosed is correct to the best of its knowledge at the time of provision of such information.
- 21.3 Information provided by the Disclosing Party for the purposes of this RIAO shall only be used by relevant staff within the Receiving Party for Services and shall not be made generally available within the Receiving Party's company, and shall not be provided to retail or sales divisions.
- 21.4 Subject to the confidentiality obligations of a Party to a Third Party, each Party may request, and the other Party shall provide, information on protocols in use by that Third Party which are required for Infrastructure Access or the provision of Services specified in this RIAO if such other Third Party has relevant information and the provision of such information is necessary as a

consequence of the absence or incompleteness of international standards.

- 21.5 The Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with the provisions of this clause 21 and with any reasonable conditions imposed and expressly identified and notified to the Receiving Party, by the Disclosing Party at the time when the information was provided.
- 21.6 Nothing in this RIAO shall require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to Qatari law.
- 21.7 The provisions of this clause 21 shall not apply to any information which:
- (a) Is already in the possession of or is known by the Receiving Party prior to its receipt provided that the Receiving Party is not bound by any existing obligation of confidentiality in respect of such information;
  - (b) Is in or comes into the public domain other than by default of the Receiving Party;
  - (c) Is obtained by the Receiving Party from a bona fide Third Party having free right of disposal of such information and without breach by the Receiving Party of this clause 21.7(c);
  - (d) Is required to be disclosed by any competent court, the CRA or any Government Authority entitled to receive such information;
  - (e) Is properly disclosed pursuant to and in accordance with a relevant statutory or regulatory obligation or to obtain or maintain any listing on a stock exchange;
  - (f) Is disclosed by the Receiving Party where such disclosure is authorised by the original Disclosing Party in writing to the extent of the authority given;
  - (g) Is or has already been independently generated by the Receiving Party.
- 21.8 The Receiving Party must notify the Disclosing Party of the particulars of the intended disclosure and the reason for the disclosure before disclosing Confidential Information under clause 21.7 and shall in such circumstances limit such disclosure as far as possible in accordance with any applicable law.
- 21.9 The Disclosing Party may give a notice to the Receiving Party that its right to use Confidential Information ceases if:
- (a) The Disclosing Party considers, in its reasonable opinion, that any of the Confidential Information is no longer required by the Receiving Party for the Approved Purpose;
  - (b) The Approved Purpose is completed or terminated; or
  - (c) The Receiving Party breaches conditions set out in this RIAO.
- 21.10 If the Disclosing Party gives a notice under clause 21.9, the Receiving Party must immediately do the following things:
- (a) Stop using the Confidential Information, or the notified part of it;
  - (b) Return to the Disclosing Party all the Disclosing Party's Confidential Information in its possession or control or in the possession or control of

persons who have received information from it under this clause 21; or  
(c) Destroy or delete (as the case may be) the Confidential Information.

21.11 Subject to clause 21.9, information regarding a Party's Customers generated within the other Party's Network as a result of, or in connection with, the provision of Services by the other Party (Network Information) is the Confidential Information of the first Party and is deemed not to have been disclosed to the other Party for the purposes of this clause 21.

21.12 The obligations of confidentiality under an Agreement continue to apply to a Party even if:

- (a) The Approved Purpose is completed or terminated; and
- (b) The Receiving Party has returned, destroyed or deleted the Confidential Information in accordance with clause 21.10.

21.13 The Parties acknowledge that:

- (a) A breach of this clause 21 may cause damage to the other Party; and
- (b) Monetary damages alone would not be adequate compensation to a Party for the other Party's breach of this clause 21, and that a Party is entitled to seek specific performance or injunctive relief for a breach or apprehended breach of an Agreement under this RIAO.

21.14 During the Term and for a period of five (5) years after termination or expiry of the Agreement each Party shall keep the other Party's Confidential Information confidential.

## **22. Customer Management**

22.1 Information about a Customer is the Confidential Information of the Party which has entered into an agreement with the Customer for the supply of telecommunications services. For the avoidance of doubt, the Party that has not entered into an agreement with the relevant Customer for the supply of telecommunications services and which acquires information about that Customer through the supply of Services under this RIAO must only use that information for the purpose of fulfilling its obligations under this RIAO and not disclose the information or use the information for any other purpose (e.g. for the benefit of the Party's activities).

22.2 The Party that has entered into an agreement with a Customer for the supply of services:

- (a) Is responsible for handling and addressing all complaints and enquiries from that Customer regarding those services, including any billing complaints and enquiries that may arise as a consequence from this RIAO; and
- (b) Must not refer those Customers to the other Party for satisfaction of the matters they are raising or hold the other party responsible for the party's matters with that Customer.

22.3 Each Party must instruct its staff, contractors, agents and employees to refrain from any public statement of the other Party that may arise (or may have

arisen) as a result of the operation of this RIAO. For the avoidance of doubt, nothing in this clause 22 requires the staff, contractor, agent or employee of a Party to refuse to answer or respond to a Customer inquiry, or to provide false or misleading information to a Customer.

Neither Party may represent expressly, by omission or implication that:

- (a) It is approved by or an agent of or affiliated with the other Party;
- (b) It has a special relationship with the other Party; or
- (c) The services provided by it to Customers are the other Party's services.

22.4 Neither Party has any right to withhold any payment due to the other Party under this RIAO on account of any non-payment of debts owed to that Party by its Customers.

## 23. Resolution of Disputes

23.1 In the event of any Dispute arising between the Parties relating to or arising out of an Agreement, including but not limited to the implementation, execution, interpretation, rectification, termination or cancellation of an Agreement, the Parties shall use their reasonable endeavors to resolve such Disputes by meeting within ten (10) Business Days of receipt of written notice of the Dispute by one Party to the other (or such longer time as mutually agreed by the Parties) to negotiate in good faith in an effort to settle such Dispute. Timelines may be extended by a written mutual agreement between the Parties specifying the extended timeline. The Parties must negotiate in good faith to resolve the Dispute within fifteen (15) Business Days (or such longer time as mutually agreed by the Parties).

23.2 Should the Parties fail to resolve the Dispute after having negotiated in good faith pursuant to clause 23.1 for not less than fifteen (15) Business Days or an extended timeframe mutually agreed upon in writing, either Party may upon service of notice to the other Party refer the Dispute to:

- (a) CRA, in accordance with the CRA Dispute Resolution Rules issued under Article 61 of the Telecommunications Law. The Parties agree to accept the decision as final and binding or appeal it; or
- (b) Conciliation and arbitration according to clause 23. The Party referring the Dispute to conciliation and arbitration shall notify CRA.

23.3 During the period of Dispute, Ooredoo shall maintain supply of any existing Service.

23.4 Where a Dispute concerning the conclusion, execution, validity, interpretation, termination or dissolution of this RIAO is referred to conciliation and arbitration in accordance with clause **Error! Reference source not found.**, the Parties shall first seek to resolve the Dispute amicably by conciliation according to the rules of Qatar International Center for Conciliation and Arbitration (QICCA) of the Qatar Chamber of Commerce & Industry or such other rules as agreed to by the Parties in writing. The following principles will apply to the conciliation process:

- (a) The conciliator shall have the appropriate qualifications and experience

- to solve the Dispute, including knowledge of the telecommunications industry and legal qualifications;
- (b) The conciliator shall not be or related to an officer, director, or employee of a telecommunications company in Qatar or of an affiliate of a telecommunications company in Qatar or otherwise have a potential for conflict of interest;
  - (c) The place at which the conciliation takes place shall be Doha, Qatar, and the language of the conciliation shall be English; and
  - (d) All costs of the conciliation procedure shall be shared in the event conciliation is successful in resolving the Dispute, or by the losing party in the event that the Dispute proceeds to arbitration in accordance with clause **Error! Reference source not found.**

23.5 Parties acknowledge and agree that any Dispute and/or arbitral proceedings may take longer than six (6) months and that such circumstances shall not form the basis of a procedural challenge to any arbitral award subsequently delivered.

23.6 The time limits specified in clause 23.1 and clause 23.5 above may be extended by mutual agreement between the Parties.

23.7 The procedures set out in this clause 23 are without prejudice to any rights and remedies that may be available to the Parties in respect of any breach of any provision of this RIAO.

23.8 The procedures set out in this clause 23 shall not prevent any Party from Seeking (including obtaining or implementing) interlocutory, injunctive or any other immediate pre-emptory or equivalent relief from CRA or the competent courts in Qatar in order to protect their interest in cases of urgency.

23.9 Each Party will continue to fulfill its obligations under the applicable laws of Qatar and this RIAO pending any Dispute resolution, and shall keep their networks connected for the provision and conveyance of calls between their respective networks.

## **24. Breach and Suspension**

24.1 Subject to clause 24.3, if One Party's Network seriously and adversely affects the normal operation of the Other Party's Network, is reasonably believed to pose a threat to Network security or is a threat to any person's safety, the affected Party shall immediately inform the affecting Party. The affecting Party shall take immediate action to resolve the problem. In the event that normal operation of the Network is not restored or removal of the threat to Network security or of threat to any person's safety is not reached in a reasonable period of time or if the matter is extreme, the affected Party may suspend, but only to the extent necessary, such of its obligations under an agreement based on this RIAO, and for such period as it may consider reasonable to ensure the normal operation of its Network or to remove the threat to Network security or safety. Such suspension shall be immediately notified in writing to both the other Party and CRA and may continue unless the normal operation of the Network is restored or removal of the threat to Network security or of threat to

any person's safety is reached.

24.2 In addition to clause 24.1 and subject to clause 24.3, a Party (**Suspending Party**) may also suspend an agreement based on this RIAO or the supply of a Service (as the case may be) by providing written notice to the OLO, copied to CRA, if:

- (a) The other Party has committed a Service affecting material breach of the agreement based on this RIAO, the Suspending Party has given a five (5) Business Days time limit (or shorter in case of emergency) by serving a written notice of such breach to the other Party, copied to CRA, specifying the breach and requiring the other Party to remedy the breach as well as stating the consequences of failure to remedy including potential suspension or termination and the other Party has failed to rectify such breach within that time;
- (b) The other Party has committed a non-Service affecting material breach of an agreement under this RIAO (including but not limited to failure to pay any sum, whether in respect of any one or more Services, for which the other Party has been invoiced), the Suspending Party has given a ten (10) Business Days time limit by serving a written notice of such breach to the other Party, copied to CRA, specifying the breach and requiring the other Party to remedy the breach as well as stating the consequences of failure to remedy including potential suspension or termination and the other Party has failed to rectify such breach within that time;
- (c) If, in the Suspending Party reasonable opinion, the other Party attempted to use, is likely to use, or has used any Service in contravention of law and the Suspending Party has the necessary confirmation from CRA or the relevant governmental agency that the other Party is in contravention of law;
- (d) Compliance with legal or regulatory obligations requires this action immediately;
- (e) Continued operation of an Agreement under this RIAO or an Service (as the case may be) would be unlawful or would pose an imminent threat to life or property;
- (f) Any material information provided or representation made by OLO to Ooredoo is untrue, false, misleading or inaccurate and has an adverse material impact on Ooredoo in relation to its supply of Services; or
- (g) Where an Infrastructure Access has been established, the OLO fails to satisfy, or no longer satisfies, the requirement set out in the RIAO, in which case suspension shall be limited to those Services to which the failure relates.

24.3 Ooredoo must only suspend an Agreement under this RIAO or the supply of a Service (as the case may be):

- (a) After first giving advance notice to the OLO of its intention to seek the written approval of CRA to suspend the Agreement or Services;
- (b) After then obtaining written approval from CRA within 5 Business Days of notifying the CRA. Approval will be deemed to have been granted if no response is obtained from the CRA within 5 Business Days; and

- (c) Only to the extent necessary to address the relevant cause of the suspension.
- 24.4 Ooredoo will lift the suspension of the Agreement or Services (as the case may be) as soon as possible after the reason for the suspension has ceased.
- 24.5 If an Agreement under this RIAO is suspended by Ooredoo under this clause 24 for more than forty (40) Business Days, Ooredoo may terminate the Agreement with immediate effect by giving the OLO written notice, copied to CRA.
- 24.6 Upon suspension of Services:
  - (a) The supply of the suspended Service will cease;
  - (b) The provision of other Services not covered by the suspension, will continue and not be affected in accordance with clause 24.3;
  - (c) The Agreement will otherwise remain in full force and effect;
  - (d) The OLO must continue to pay any Charges in respect of the suspended Service for the duration of the suspension of that Service, together with any other Charges for other Services that are not subject to suspension.
- 24.7 For the avoidance of doubt, the term of an Agreement under this RIAO will not be affected by any suspension of a Service or an Agreement (as the case may be).
- 24.8 Ooredoo will not be liable to the other Party for any loss or damage (including any Consequential Loss) that the OLO may have suffered as a result of a valid suspension of a Service or an Agreement (as the case may be).

## 25. Termination

- 25.1 If a Party (**Defaulting Party**) is in material breach of an Agreement under this RIAO (including failure to pay an undisputed sum due hereunder), the Other Party (**Affected Party**) may serve a written notice to the Defaulting Party (Breach Notice), copied to CRA, specifying the breach and requiring the other Party to remedy the breach as well as stating the consequences of failure to remedy including potential suspension or termination of an Agreement. The Affected Party shall in its copy of the Breach Notice to CRA request CRA's approval to allow the Affected Party to terminate the Agreement or a Service in the event that the Defaulting Party does not remedy the breach in accordance with an Agreement under this RIAO.
- 25.2 Notwithstanding the provisions of clause 24.2 of this RIAO, if the Defaulting Party fails to remedy the breach within thirty (30) Calendar Days of receipt of the Breach Notice, or if there is no reasonable possibility of remedy, the Affected Party may, until such breach is remedied, undertake the actions stated in the Breach Notice, including suspending performance of its obligations under an Agreement under this RIAO in accordance with clause 24.3, as may be reasonable under the circumstances.
- 25.3 The Affected Party may terminate an Agreement under this RIAO or the relevant Services under it, as the case may be, if the Defaulting Party fails to remedy the breach within thirty (30) Calendar Days of receipt of the Breach

Notice.

25.4 An Agreement under this RIAO may be terminated by either Party by written notice forthwith to the other Party if any one of the following occurs:

- (a) A Party formally commences bankruptcy proceedings;
- (b) Bankruptcy proceedings are formally commenced against a Party;
- (c) A Party ceases to carry on business.

25.5 The OLO may terminate any or all Service(s) at any time on thirty calendar (30) day notice, in writing to Ooredoo provided that, in the event of any such termination the OLO shall pay the balance of the Charges for that Service which are outstanding at the effective date of termination. Either Party may terminate an Agreement or any or all Service(s) if so directed by a Governmental Authority and that Party has given the other Party thirty (30) Calendar Days' written notice of such intent to terminate unless such notice is not allowed by the Governmental Authority.

25.6 The Parties may at any time mutually agree in writing to terminate an Agreement under this RIAO and the applicable timeframe for doing so, subject to notifying CRA of such termination.

25.7 The OLO may terminate access to one or more Services at any time for convenience by giving not less than 60 business days' written notice to the OLO, all in accordance with the termination policy set forth in Annex 1, provided that:

- (a) if the OLO terminates access to a Service less than six (6) months after the Recurring Charges payable for using that Service first accrue in accordance with 7.3, the OLO shall pay Ooredoo an amount equal to the difference between: (i) the Recurring Charges that would have been payable to Ooredoo had the OLO continued to use that Service for a six (6) months period after the Recurring Charges payable for using that Service first accrue in accordance with clause 7.3; and (ii) the total Recurring Charges paid by the OLO to Ooredoo in respect of that Service at the date of termination of that Service (**Termination Compensation**); and
- (b) The OLO shall not be required to pay Termination Compensation pursuant to clause 25.7 (a) if it terminates using the Service as a result of a breach by the Ooredoo of any of its obligations under this RIAO.

25.8 Upon termination or expiry of an Agreement or a Service (as the case may be):

- (a) All sums due and owing under an Agreement or in respect of the terminated or expired Service (as the case may be) immediately prior to termination or expiry, will become immediately due and payable, except for any sums that have not been invoiced at the time of termination or expiry, which will become immediately due and payable upon receipt of the relevant invoice by the other Party;
- (b) Where a Service is terminated or expires:
  - The supply of the terminated or expired Service will cease;

- The provision of other Services, not covered by the termination or expiration, will continue and not be affected; and
  - The Term of an Agreement under this RIAO in relation to other Services will not be affected by the termination or expiration;
- (c) All rights and benefits conferred on a Party under this RIAO or in respect of the terminated or expired Service (as the case may be) will immediately terminate;
- (d) Each Party must for a period of two (2) Calendar Years after termination or expiration, immediately comply with any written notice from the other Party to deliver, destroy, or erase any Confidential Information belonging to that other Party in relation to this RIAO or in respect of the terminated or expired Service (as the case may be).

25.9 Upon termination or expiry of an Agreement, each Party shall take such steps and provide such facilities as are necessary to allow the other Party to recover any equipment that it may have installed or supplied in connection with this Agreement. Each Party shall use reasonable endeavors to recover the equipment that it supplied. If the Party owning such equipment fails to recover it within thirty (30) Business Days of termination or expiry of an Agreement, the other Party may remove that equipment and is entitled to compensation to recover the reasonable costs associated with its removal and storage. If the parties consider it impractical to remove any equipment, including fibre cables, the parties may agree alternative arrangements, including but not limited to reasonable transfer of ownership of the equipment.

25.10 If within thirty (30) Business Days after termination or expiry of an Agreement, either Party is unable to recover any or all of its equipment because of the acts or omissions of the other Party (or a Third Party appearing to have control of a site where such equipment is situated) without reasonable cause, the injured Party may demand reasonable compensation which shall be paid by the other Party within thirty (30) Business Days of the date of receipt of the written demand in respect of such compensation.

25.11 The Party that terminates an Agreement or a Service (as the case may be) is not liable to the other Party for any loss or damage (including any Consequential Loss) incurred by the other Party in connection with the valid termination of an Agreement or a Service (as the case may be).

25.12 Termination of an Agreement or a Service (as the case may be) shall not be deemed a waiver of a breach of any term or condition thereof and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination.

## **26. Notices**

26.1 A notice shall be regarded as duly served if:

- (a) delivered by hand to the address of the respective receiving Party and exchanged for a signed receipt – in this case, the notice shall be regarded

- as received at the time of actual delivery; or
- (b) sent by recorded delivery service – in this case, the notice shall be regarded as received on the day that it is actually received, but if it is received on a day that is not a Business Day or after 15:00 on a Business Day, it is regarded as being received on the following Business Day.

26.2 Except if otherwise specifically provided or mutually agreed by the Parties all notices and other communications relating to the Agreement shall be in writing and shall be sent to the contact points and addresses as set out in clause 9.

## **27. Assignment and Novation**

27.1 Without prejudice to the Applicable Regulatory Framework, a Party must not assign, transfer or novate an Agreement or any rights, benefits or obligations under it, in whole or in part, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the other Party's consent, assign an Agreement to an affiliate or in connection with the sale of all or a substantial part of its business or assets, provided that the assignee undertakes in writing to assume all obligations and duties of the assignor and that such assignment materially alters neither the legal or regulatory requirements nor the rights and duties arising hereunder of the assignor.

## **28. Relationship of Parties**

28.1 The relationship between the Parties is that of independent contractors.

28.2 Nothing in the Agreement under the RIAO is to be construed to create a partnership, joint venture or agency relationship between the Parties.

28.3 Neither Party may attempt to bind or impose any obligation on a Party or incur any joint liability without the written consent of the other party except as expressly set out in the Agreement under this RIAO.

## **29. Use of Subcontractors**

29.1 A Party may only subcontract the exercise of its rights or the performance of any of its obligations under this RIAO as provided by this clause 29.

29.2 If a Party engages a subcontractor to exercise its rights or perform its obligations under this RIAO, that Party:

- (a) Must ensure that the subcontractor complies with all the terms and conditions of an Agreement under this RIAO to the extent relevant; and
- (b) Will remain primarily responsible and liable to the other Party for:
  - All acts and omissions of the subcontractor; and
  - The performance of its obligations, notwithstanding that performance of such obligations may have been subcontracted by that Party to a subcontractor.

29.3 Any consent or approval of a sub-contractor under this clause 29 does not create a contractual relationship between a Party and the other Party's subcontractor

### **30. Intellectual property rights**

- 30.1 Except as otherwise expressly provided herein, Intellectual Property rights shall remain the property of the Party creating or owning the same and nothing in this RIAO shall be deemed to confer any right or title whatsoever or license of the intellectual property rights of one Party to the other, and nothing in the Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, license, assign or transfer its own Intellectual Property.
- 30.2 Where the Intellectual Property is developed in connection with performance of this RIAO then in the absence of any other agreement between the Parties, the ownership of the Intellectual Property shall remain with the Party that developed the same, provided that in consideration of this RIAO the other Party shall have a license at no cost to use the Intellectual Property for the Approved Purpose.

### **31. Review**

- 31.1 Apart from what expressly stated in clause 5.1 of Part One (Effect of Variation), Either Party may request a review to modify or amend an Agreement under this RIAO by serving a Review Notice to the other Party if:
- (a) Either Party's License is materially modified with respect to an Agreement (whether by amendment or replacement); or
  - (b) A change occurs in a law or regulation governing or relevant to Telecommunications in Qatar that is material to an Agreement; or
  - (c) The Agreement makes express provision for a review or the Parties agree in writing that there shall be a review; or
  - (d) A material change occurs, including enforcement action by CRA, that affects or reasonably could be expected to affect the commercial or technical basis of an Agreement; or
  - (e) The rights and obligations under this RIAO are assigned or transferred by the OLO.
- 31.2 A Review Notice shall set out in reasonable detail the issues to be discussed between the Parties and the basis for such review pursuant to clause 31.1 of this RIAO.
- 31.3 A review shall take place following changes either mandated or approved by CRA to the Agreement to the extent that such review is required to make the Agreement consistent with any regulation, rule, order, notice or License. Any such changes shall be effective based on the timeframes as instructed by the CRA.
- 31.4 Within fifteen (15) Business Days of receipt of a Review Notice, designated representatives with the requisite authority from each Party shall meet in Qatar, and shall negotiate in good faith the matters to be resolved with a view to agreeing the relevant modifications or amendments to an Agreement.
- 31.5 For the avoidance of doubt, the Parties agree that notwithstanding a Review Notice, an Agreement shall remain in full force and effect.
- 31.6 If the Parties fail to reach an agreement on the subject matter of any Review

Notice within 90 Calendar Days, the provisions of clause 23 of this RIAO shall apply.

31.7 The Parties shall as soon as practical enter into an Agreement to modify or replace an Agreement under this RIAO in accordance with what is agreed between the Parties pursuant to any Review Notice, or in accordance with the resolution of any Dispute, or to conform with a CRA determination or may appeal such determination.

31.8 Ooredoo shall update the Agreement to take account of any appropriate changes to the RIAO, the regulatory framework or the Services offered by Ooredoo under the Agreement. Such amendments will be submitted to CRA for approval no less than fifty (50) Business Days prior to the effective date of any such changes.

### **32. Entire Agreement**

32.1 This RIAO refers to the whole Agreement between the Parties in relation to the subject matter of this RIAO and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of this RIAO.

32.2 The continuation of any provisioned Service previously provided to the OLO prior to the Commencement Date is hereby deemed to be a Service subject to the terms of the Agreement based on this RIAO.

### **33. Survival and Merger**

33.1 Clauses 21 (Confidentiality and Disclosure), 30 (Intellectual Property Rights), 46 (Warranties), 47 (Liability), 49 (Governing Law), 50 (Indemnities), and this clause 33 shall survive termination or expiry of an Agreement together with any other term which by its nature is intended to do so and shall continue in full force and effect for a period of six (5) years from the date of termination or expiry unless otherwise agreed by the Parties.

33.2 No term of an Agreement under this RIAO merges on completion of any transaction contemplated by this Agreement.

### **34. Waiver**

34.1 The waiver of any breach of or failure to enforce, any term or condition resulting from an acceptance of an Agreement shall not be construed as a waiver of any other term or condition of an Agreement. No waiver shall be valid unless it is in writing and signed by a duly authorized representative on behalf of the Party making the waiver and shall only be effective in the specific instance and for the specific purpose for which it is given.

34.2 A single or partial exercise of a right or remedy under an Agreement does not prevent a further exercise of that or of any other right or remedy.

34.3 Failure to exercise or delay in exercising a right or remedy under an Agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

### **35. Consents and Approvals**

35.1 Except as expressly provided in an Agreement, a Party may conditionally or unconditionally give or withhold any consent or approval under an Agreement, but that consent is not to be unreasonably delayed, conditioned or withheld.

### **36. Amendments**

36.1 Except where otherwise expressly provided for in an Agreement, no amendment, variation, supplement or waiver of any provision of an Agreement shall be effective except by a written instrument signed by the duly authorized representatives of both Parties.

36.2 Any amendment, variation, supplement and waiver to an Agreement under this RIAO, including its Annexes, shall not be effective until it has been notified to, and approved by CRA. CRA shall be entitled to provide its decision to approve or reject the agreed amendment, variation, supplement or waiver, within thirty (30) Calendar Days of the notification to the extent that such amendment, variation, supplement and waiver to an Agreement is not in conformity with the ARF. If no response is provided by the CRA within the prescribed time, the amendment, variation, supplement and waiver to an Agreement is deemed approved.

36.3 No amendments, variations or supplements shall affect the validity or enforceability of any of the remaining provisions of an Agreement.

### **37. Third Party Rights**

37.1 Except as expressly provided in this RIAO, each Party that executes an Agreement does so solely in its own legal capacity and not as agent or trustee for or a partner of any other person, and only the Parties which execute this Agreement have a right or benefit under it.

### **38. Counterparts**

38.1 An Agreement under this RIAO may be executed in any number of counterparts, each of which, when executed, is an original. Those counterparts together make one instrument.

### **39. Costs, Expenses and Duties**

39.1 Each Party must pay its own costs and expenses in respect to an Agreement especially for negotiating, preparing and executing an Agreement and for documents, any other instrument executed under an Agreement and transactions contemplated by an Agreement.

### **40. Obligations in Good Faith**

40.1 Each Party must act in good faith with respect to all matters relating to or contemplated by an Agreement, including but not limited to any negotiations.

### **41. Insurance**

41.1 Each Party must have in force and maintain for the term of this RIAO

Agreement, with an insurance company licensed in Qatar, a broad form public liability insurance policy to the value of no less than ten (10) million Qatari Riyals.

- 41.2 Upon receipt of a written request from a Party, the other Party must as soon as reasonably practicable produce evidence that it has complied or continues to comply with its obligations under clause 41.1.

#### **42. Dealing with Government**

- 42.1 Each Party must deal with the Government and CRA promptly and without undue delay in all matters concerning an Agreement under this RIAO including on all reporting to Government and CRA and on matters requiring Government or CRA approval or consultation.
- 42.2 Each Party shall obtain and maintain any authorization, permission, license, waiver, registration or consent from any person necessary for it to comply with its obligations under an Agreement.

#### **43. No Prior Representations**

- 43.1 No Party has entered into an Agreement relying on any representations made by or on behalf of the other, other than those expressly made in this Agreement.

#### **44. Further Assurances**

- 44.1 Except as expressly provided in an Agreement, each Party must, at its own expense, do all things reasonably necessary to give full effect to an Agreement and the matters contemplated by it.

#### **45. Force Majeure**

- 45.1 Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under an Agreement to the extent that performance of such obligation is prevented by a Force Majeure.
- 45.2 The Party initially affected by a Force Majeure shall, as soon as is reasonably practicable, notify the other of the Force Majeure event, copying CRA, describing the effect of the Force Majeure event on the performance of obligations under an Agreement and of the estimated extent and duration of its inability to perform or delay in performing its obligations (**Force Majeure Event Notification**).
- 45.3 Upon cessation of the Service effects of the Force Majeure, the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.
- 45.4 If as a result of a Force Majeure, the Party is prevented from performing its obligations under an Agreement, such Party shall, subject to the provisions of clause 45.5 of an Agreement perform those of its remaining obligations not affected by such Force Majeure. In performing those of its obligations not affected by a Force Majeure event, the Party initially affected by a Force Majeure event shall deploy its resources such that (when taken together with

other obligations to its customers and Third Parties) there is no undue discrimination against the other Party.

45.5 To the extent that a Party is prevented as a result of a Force Majeure from providing all of the Services or facilities to be provided under an Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such Services or facilities or complying with its obligations in relation thereto.

45.6 If the effects of such Force Majeure continues for:

- (a) A continuous period of less than sixty (60) Business Days from the date of the Force Majeure Event Notification (whether or not notice of cessation has been given pursuant to clause 45.3 of this RIAO) any obligation outstanding shall be fulfilled by the Party initially affected by the Force Majeure as soon as reasonably possible after the effects of the Force Majeure have ended, save to the extent that such fulfillment is no longer possible or is not required by the other Party.
- (b) A continuous period of sixty (60) Business Days or more from the date of the Force Majeure Notification (and notice of cessation has not been given pursuant to clause 45.3 of this RIAO), either Party shall be entitled (but not obliged) to terminate an Agreement by giving not less than thirty (30) Business Days written notice to the other Party. Such notice shall be deemed as if it had not been given in case that notice of cessation pursuant to clause 45.3 of this RIAO is received by the Party that was not initially affected by a Force Majeure prior to the expiry of the thirty (30) Business Days termination notice. If an Agreement is not terminated in accordance with the provisions of this clause 45.6, any obligations outstanding shall be fulfilled by the Party initially affected by the Force Majeure as soon as reasonably possible after the effects of the Force Majeure have ended, save to the extent that such fulfillment is no longer possible or is not required by the other Party.

## **46. Warranties**

46.1 Each Party warrants that, as at the Effective Date and continuing throughout the Term:

- (a) It is a corporation duly incorporated, validly existing and is in good standing under the laws of the state in which it is incorporated;
- (b) It has all necessary corporate power and authority to own and operate its assets and to carry on its business as presently conducted and as it will be conducted under an Agreement;
- (c) It has all necessary corporate power and authority to enter into an Agreement and to perform its obligations under the Agreement, and the execution and delivery of the Agreement and the consummation of the transactions contemplated in the Agreement have been duly authorized by all necessary corporate actions on its part; and
- (d) The Agreement constitutes a legal, valid and binding obligation of each Party, enforceable against it in accordance with its terms
- (e) That any information provided is complete, true and correct, and not

materially misleading.

## **47. Liability**

- 47.1 To the extent permitted by law and subject to clause 46.12 below, neither Party is liable to the other Party except as provided in this clause 47 and clause 50.
- 47.2 Each Party shall exercise the reasonable skill and care of a competent OLO in the performance of their obligations under an Agreement.
- 47.3 Notwithstanding anything else in this clause 47 and subject to clause 46.12 below, neither Party is liable to the other Party for any Consequential Loss suffered by the other Party arising from, or in connection with, an Agreement.
- 47.4 To the extent permitted by law, all express or implied representations, conditions, warranties and provisions whether based in statute, legal precedence or otherwise, relating to an Agreement, that are not expressly stated in this RIAO, are excluded.
- 47.5 Notwithstanding anything to the contrary in this RIAO, neither Party excludes or limits liability for:
- (a) Death or personal injury attributable to its own negligence or the negligence of its employees, agents or sub-contractors while acting in the course of their employment, agency or contract;
  - (b) Any fraudulent mis-statement or fraudulent misrepresentation made by it in connection with this RIAO; or
  - (c) Any other liability that cannot be excluded by law.
- 47.6 Subject to clause 47.5 and clause 47.12 below, the maximum aggregate liability of each Party to the other Party for all damages, losses and expenses arising under or in connection with an Agreement, whether that liability arises in contract (including under an indemnity), tort (including negligence or breach of statutory duty), under statute or otherwise, for all events in a 12 month period shall be limited to one hundred percent (100%) of the Charges paid under an Agreement or ten (10) million Qatari Riyals (whichever is the less).
- 47.7 Each Party acknowledges and agrees that its liability to pay any amounts as Service Credits or liquidated damages shall not count towards the cap on liability under clause 47.6.
- 47.8 A Party's liability to the other Party arising from or in connection with this RIAO (including liability for negligence or breach of statutory duty) is reduced proportionally to the extent that:
- (a) The other Party has not taken all reasonable steps to minimize and mitigate its own loss, damage or liability in relation to the act, omission or event giving rise to such loss, damage or liability; or
  - (b) A Party's liability is caused, or contributed to, by the other Party.
- 47.9 Subject to clause 47.12 below, neither Party will be liable to the other Party for any loss or damage arising from, or in connection with, this RIAO to the extent that the other Party has or has sought to claim or recover that same loss or damage pursuant to another agreement between the Parties in respect of the

supply of telecommunications services.

47.10 Subject to clause 47.12 below, either Party will be liable to the other Party in connection with an action, claim or demand brought or made against the other Party by a Third Party to whom the other Party provides a telecommunications service under a contract (or otherwise), where that liability could legally have been excluded or reduced in that contract by the other Party.

47.11 To the extent that this RIAO Agreement contains a Service Credit (or similar rebate or remedy) in relation to the performance by a Party (**Liable Party**) of an obligation in relation to a Service Level (or similar obligation) and the other Party seeks to obtain the benefit of that Service Credit (or similar rebate or remedy), that Service Credit (or similar rebate or remedy) shall be the sole and exclusively liability of the Liable Party to the other Party in connection with the performance of that obligation and is the sole remedy of the other Party against the Liable Party in connection with the performance of that obligation.

47.12 Where the Accessing Party has obtained access to D56 Ducts and third party Ducts on end-user premises and where the Accessing Party has caused a disruption in the Access Provider's End-User Services on these premises, whether through negligence or otherwise during the Accessing Party's installation of its Fibre Cable or through maintenance of its Fibre Cable, the Accessing Party shall be liable to the Access Provider for any loss, consequential loss, damage or any liability arising of such End-User Service disruption and shall hold the Access Provider harmless against any action brought by any Third Party against the Access Provider for any loss, damage or liability caused by such disruption.

#### **48. Severability**

48.1 The invalidity or unenforceability of any provision in an Agreement shall not affect the validity or enforceability of the remaining provisions.

#### **49. Governing Law**

49.1 The interpretation, validity and performance of this RIAO shall be governed in all respects by the laws of Qatar.

49.2 Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Qatar.

#### **50. Indemnities**

50.1 Subject to clauses 50.2, 50.3 and **Error! Reference source not found.**, each Party (**Indemnifying Party**) indemnifies the other Party (**Indemnified Party**) against all damages, costs, claims, expenses (including legal costs) arising from or relating to:

- (a) Subject to clause 47.5, any losses, costs, claims, damages, expenses, liabilities, proceedings or demands incurred or suffered by the Indemnified Party arising from the death or personal injury of any person to the extent such death or personal injury is caused by the Indemnifying Party under or in connection with this RIAO;

- (b) Any losses, costs, claims, damages, expenses or liabilities incurred by the Indemnified Party for damage (excluding Consequential Loss) to its tangible property, to the extent that such claim relates to any act, omission or breach of this RIAO by the Indemnifying Party or any employee, representative, contractor or agent of the Indemnifying Party; and
- (c) Any losses, costs, claims, damages, expenses, liabilities, proceedings or demands by a Third Party against the Indemnified Party, to the extent that such claim relates to any act, omission or breach of this RIAO Agreement by the Indemnifying Party or any employee, representative, contractor or agent of the Indemnifying Party.
- (d) Any losses, cost, claims, damages, expenses, liabilities, proceeding or demands by a Third Party against the Indemnified Party pursuant to a disruption in End-User Service as described in clause 47.12 above.

50.2 The Indemnifying Party is not liable to the Indemnified Party to the extent that the liability which is the subject of the indemnity claim is the result of a grossly negligent, willful or reckless breach of an Agreement by the Indemnified Party or its employees, representatives, contractors or agents.

50.3 The obligation of the Indemnifying Party to indemnify the Indemnified Party under this clause 50 is reduced:

- (a) To the extent that the liability which is the subject of the indemnity claim is the result of an act or omission of the Indemnified Party or the directors, officers, personnel, agents or contractors of the Indemnified Party; and
- (b) In proportion to the extent to which an act or omission of the Indemnified Party or the directors, officers, personnel, agents or contractors of the Indemnified Party (including negligence) gives rise to the indemnity claim.

50.4 Each provision of this RIAO limiting or excluding liability or imposing requirements for indemnification operates separately and survives independently of the others even if one or more such provisions is inapplicable or held unreasonable in any circumstances.



**OOREDOO Q.S.C.**

**Reference Infrastructure Access Offer  
(RIAO)**

**ANNEX 1: SERVICE  
IMPLEMENTATION**

RIAO submitted by Ooredoo on 06 September 2015 as amended by CRA

(CRA 2015/09/14B)



## ANNEX 1: SERVICE IMPLEMENTATION

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## 1. General

### 1.1 Background

This Annex sets out the procedures for the following:

- (a) The ordering, provisioning and delivery of access to Ooredoo Network Elements; and
- (b) The procurement by Ooredoo of its Network Elements for use by the OLO and installation of Fibre Cables and other Network Infrastructure within Ooredoo's Network Elements.

### 1.2 Conditions of supply

Ooredoo will only provide the OLO access to its Network Elements, if:

- (a) The OLO requests access to the Network Elements, in accordance with the ordering and provisioning processes set out in this Annex;
- (b) The OLO is accepted as a qualified OLO and has met all compliance obligations as set out in the Main body;
- (c) Ooredoo determines that access to the requested Network Elements in accordance with this Annex, Annex 5 (Interconnection) and Annex 8 (Technical Guidelines) which includes Ooredoo Technical Specifications needed for the implementation of an Agreement based on the RIAO.
- (d) The access to Ooredoo Network Elements is subject to Ooredoo Security and Safety regulations as defined in Annex 9,

## 2. Ordering Process

### 2.1 General

- (a) OLO may submit a request to Ooredoo for access to:
  - i a specific Network Element or collection of Network Elements owned, leased or operated by Ooredoo.
- (b) OLO may request access to such a Network Element or Elements, at its discretion, for:
  - i a specific route with defined start and end points, covering all Network Elements within that route, for instance in the case of a duct route;
  - ii a selection of routes that may have discrete start and end points or else have start points that coincide with other routes' end points; or



- iii a specific Network Element or collection of Network Elements within a specific route or area.
- (c) OLO may request access to Network Elements by:
  - i submitting a Route Access Request in accordance with clause 2.4(c), which Ooredoo shall respond to in accordance with the Service Levels set out in Annex 7; or
  - ii submitting an Ad Hoc Route Access Request in accordance with clause **Error! Reference source not found.**
- (d) Without prejudice to this Annex 1, the parties shall comply with the operational procedures for obtaining physical access to Ooredoo's Network Elements as set out in Annex 2 (Operational Procedures).
- (e) An Ad Hoc Route Access Request is defined in Section 2.4 (e).

## **2.2 Access Request principles**

- (a) The OLO may request access to a Network Element or Network Elements by submitting to Ooredoo:
  - i An **Area Access Request (AAR)** for a specific Network Element or collection of Network Elements within a specific area.
  - ii Subject to submitting an AAR, a **Route Access Request(s) (RAR)** for a specific route with defined start and end Points A and B. For clarity, although the RAR has two end points A and B, branching of the route between both ends is always allowed with as many branching levels (connected to each other within the route) as may be needed to enable the rollout of the OLO network. The RAR will cover all Network Elements in that route A to B, including the branching and including the lead-in ducts that connect the Ooredoo Joint-Box to the End-User premises boundary in accordance with the requirements of this Annex 1, in particular the requirements set out in the clause 2.5, the Service Levels at Annex 7 (Service Levels) and in the forms set out in either Appendix 1, or Appendix 2 sent to the Ooredoo Relationship Manager or where established, through an agreed Central Portal. For clarity RAR shall include all types of Ducts (including 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 subject to the requirements defined in 3.2(g).
- (b) The AAR should be defined by Map references that define the boundaries of the area. Each AAR shall not exceed three (3) Zones in Qatar. Zone boundaries are used as the references.



- (c) The validity of the information provided for a specific AAR is ninety (90) calendar days starting from the date the information of 2.3 **Error! Reference source not found.** is provided by Ooredoo and any RAR submitted during this ninety (90) calendar day period shall extend the validity of the AAR indefinitely. If no RAR is submitted within this period, the AAR shall expire and the OLO shall be required to submit a new AAR for the Area in which the OLO wishes to use Ooredoo Network Elements. Each RAR submitted pursuant to an AAR shall be charged in accordance with the charges set out at Annex 4 of this RIAO.
- (d) Ooredoo will process one AAR per two (2) week period. The first period being the 1st to the 15th of the given month and the second period being the 16th to the last day of the given month.
- (e) Ooredoo shall invoice the OLO for the AAR as per Annex 4. The OLO shall pay the amount invoiced within thirty (30) calendar days. The process shall be suspended if the OLO fails to pay the invoice in the prescribed time above.

### **2.3 Area Access Request**

- (a) The OLO may submit an AAR to Ooredoo.
- (b) An area access request shall include the details defined in the Access Area Request Form at Appendix 1: of this Annex 1. Appendix 1:
- (c) Ooredoo shall, within five (5) Business Days of receipt of an AAR, review the AAR provided by the OLO. If the OLO:
  - i Provided the information requested in Appendix 1, Ooredoo shall approve the AAR and inform the OLO that the AAR is accepted; or
  - ii Did not provide the information requested in Appendix 1, Ooredoo shall return the AAR to the OLO specifying which information was missing (**Further Information Request**) from the OLO in order for it to comply with the requirements of clause 2.3b.
- (d) Within ten (10) Business Days of receipt of the Further Information Request, the OLO must respond to the Further Information Request and provide the missing information (**Revised AAR**), using the form included in Appendix 1: (**Revised Access Request Form**).
- (e) If, within ten (10) Business Days, the OLO fails to submit the Revised AAR as specified in clause 2.3(d) then the AAR shall be considered cancelled.
- (f) Ooredoo shall approve the AAR within five (5) Business Days from the date of receipt of the Revised AAR from the OLO by return of the AAR Form in Appendix 1:, countersigned by Ooredoo. Ooredoo shall issue a



Further Information Request only once and if the OLO fails to provide the missing information required in that Further Information Request, the AAR shall be cancelled as per clause 2.3(e).

- (g) Ooredoo shall process requests for access to the Network Elements (including any RARs for a specific Network Element submitted by the OLO) in chronological order, based on the time each Access Request is received, unless otherwise agreed in writing by the Parties.
- (h) Within 15 Business Days of acceptance of the AAR or the Revised AAR as the case maybe, Ooredoo shall provide copies of available information as per clause **Error! Reference source not found.** below to OLO to allow OLO to define specific network element and route requests.
- (i) If Ooredoo does not respond to the OLO in accordance with the requirements of clause 2.3(c), (f) and (h) above within the required timeframes, the Area Access Requests contemplated under those clauses shall be deemed to have been approved by Ooredoo. Non-response does not exclude Ooredoo from the obligation to provide the information required by clause **Error! Reference source not found.** in response to the AAR.
- (j) Within fifteen (15) days of an acceptance of the AAR, Ooredoo shall provide copies of maps, GIS information and network data that the OLO can use to define specific network element and route requests that comply with the definitions and data used within Ooredoo's own network design and operations to be completed.

#### **2.4 Route Access Request**

- (a) A Route Access Request (RAR) defines the ducts and other network information that the OLO requires access to. The information to be submitted by the OLO to Ooredoo are defined in Appendix 2:
- (b) Within the 90 days of validity of the AAR as defined in 2.2(c) above, the OLO may submit RARs requesting access to a Network Element or Elements by submitting the Access Request Form set out in Appendix 2: to the Ooredoo Relationship Manager in accordance with the process set out in clause 2.5 (**Route Access Request process**). The OLO shall specify if the RAR is Normal or Ad-Hoc, where relevant.
- (c) RARs submitted and accepted by Ooredoo in accordance with clause 2.5 shall be considered a **Normal RAR**.



- (d) Normal RARs accepted in accordance with clause 2.5 shall be processed by Ooredoo in accordance with the Service Levels set out in Annex 7.
- (e) An Ad Hoc request shall be provided with better timeframes than defined here or in Annex 7, or alternatively it may have different tasks and timelines. The request may also be arise as per clause 4.4(f). The Service levels of Annex 7 will not apply to an Ad Hoc request.
- (f) The tasks and charges of an Ad Hoc request, as well as any possible Service Levels will be subject to agreement by the Parties. The general requirement to offer and deliver an Ad Hoc services, forms part of the RIAO and the CRA is entitled to intervene according its power as defined by the Applicable Regulatory Framework should the negotiations fail to gain agreement.

### **2.5 Route Access Request process**

- (a) The OLO shall:
  - i Pursuant to clause 2.4(b) submit to Ooredoo a RAR using the RAR Form in Appendix 2: the following information:
    - a. except where the RAR is for a single Network Element, a map of the route and/or areas/zones that the RAR covers, including the length of the route within which the Network Elements reside;
    - b. an estimate of the number and type of Network Elements contained within the route and/or areas;
    - c. the name, address and GPS co-ordinates for the A-end and B-end and specific route path for which OLO requests Routes;
    - d. the name, address and GPS coordinates and description of all other Network Elements OLO requests;
    - e. an estimate of the number of kilometres of Ducts in respect of which OLO is seeking access, broken down by Route;
    - f. the overall specification of the fibre-optic cabling along with associated product data sheets that OLO intends to install in the Route. For the absence of doubt the OLO shall respect the Ooredoo standards and technical specifications referred to in this RIAO.
    - g. the number, size and model type of the splice closures and associated product data sheets that OLO expects to be used on the proposed Route(s), and the expected locations of these closures. For the absence of doubt, exact numbers actually





- i Ooredoo is not obliged to respond to a RAR in respect of which Ooredoo issues a Further Information Request until OLO has complied with and provided the information included in the Further Information Request pursuant to clause 2.5(g) above;
  - ii if OLO does not respond to the Further Information Request in accordance with clause 2.5(c) or 2.5(d) within fifteen (15) Business Days, then the ordering and provisioning process under this Annex in respect of the relevant RAR will terminate and be considered an Abandoned Access Request as described in clause 5.4; and
  - iii Ooredoo may reject the Updated RAR only on the grounds that the information required with the Further Information Request has not been provided by the OLO and still not compliant with the minimum requirements specified in clause 2.5 (a). Where the OLO has still not provided the complete information as required, Ooredoo shall issue a subsequent and final Further Information Request.
  - iv Upon making a RAR for a specific and definable route (A to B) and where the OLO has provided Ooredoo with the details required under in the RAR, the OLO shall request Ooredoo to conduct a Desk Survey Report subject to clause 2.5(f). Desk Survey may be omitted by mutual agreement.
- (g) Subject to 2.5(g) below, Ooredoo shall automatically, within five (5) Business Days of approving a request in accordance with clause 2.5 provide a written report containing all relevant information in Ooredoo's possession relating to the RAR. Such information (where available) shall be limited to ducts, joint boxes and manholes from the GIS system and shall be provided in XML format and shape files. Duct space records shall be provided in pdf format, together the **"Desk Survey Report"**. The Desk Survey Information shall be valid for a period of ninety (90) calendar days and any activity pursuant to the Desk Survey Information submitted after the ninety (90) day validity period shall be considered void. Information shall include
- i all relevant information in Ooredoo's possession relating to the Access Request, including infrastructure plans, GIS and XML data and duct and ducts space records (where available);
  - ii a preliminary assessment of Available Capacity in accordance with clause 3.2 based on information in Ooredoo files; and
  - iii any Capacity Constraints by segment of Network Element that are known, based on existing information that may be in the Ooredoo files. Therefore known constraints shall be provided.



- (h) Ooredoo shall process requests for access to a specific Network Element (including any RARs for a specific Network Element submitted by OLO) in chronological order, based on the time each RAR is received, unless the OLO requests, in writing, altered priorities of requests and each request is within the normal process timeline.
- (i) Ooredoo shall not be required to conduct Desk Surveys during any 2-week period in a given month (the first period being the 1st to the 15th of the month and the second period being the 16th to the last day of the month) in respect of Network Elements that are in excess of three hundred and fifty (350) km.

### **3. Capacity Assessment and Allocation**

#### **3.1 Site surveys**

- (a) The OLO may, at any time after receiving a Desk Survey and within the validity of the Desk Survey Information, request physical access to the relevant Network Element(s) to conduct a Site Survey in order to continue the Access Request. The Site Survey may be requested with regard to the Network Element(s) that are the subject of an Access Request and subject to clause 2.
- (b) The Site Survey request may be submitted by the OLO:
  - i As part of the RAR, as the RAR defines the elements to which access is required, or
  - ii As separate request, to survey different elements subject to those elements being part of the submitted RAR, for example as a result of information provided in the Desk Survey.
- (c) The OLO is required in any case to notify Ooredoo of the survey plans to enable supervision, in line with the below clause.
- (d) Subject to the limitations set out in this clause, Ooredoo shall provide access to OLO to carry out a Site Survey within five (5) Business Days of receiving a request submitted according to clause 3.1 (b).
- (e) The OLO shall notify Ooredoo five (5) Business days in advance of any such survey if it or an Approved Contractor carries out the survey.
- (f) Site Surveys shall include the physical surveying of Network Elements, Duct testing, and possible rodding.
- (g) OLO may select a contractor from the list of Approved Contractors specified under the Agreement to conduct the Site Survey on its behalf.



Ooredoo shall provide full access to the relevant Network Elements (in accordance with Annex 2 – Clause 4) for conducting the Site Survey.

- (h) If following the Site Survey results, the OLO requests an alternative route, the following obligations shall apply, but these shall not limit the options defined in Section 3.3 Capacity constraints:
  - i Where the alternative route is not included in the routes submitted in the original AAR or are in an Area for which an AAR is not valid, the OLO shall submit a new AAR in accordance with clause 2.3 of Annex 1; and
  - ii Where the alternative route is not included in the RAR but included in this, or another valid Area with an approved AAR, the OLO shall submit a new RAR subject to clause 2.2(c) and in accordance with clause 2.4 and 2.5 of Annex 1.
- (i) Ooredoo is required to grant OLO access to Site Surveys during any 2-week period (the first period being the 1st to the 15th of the month and the second period being the 16th to the last day of the month) in respect of Network Elements that cover a duct distance of up to three hundred and fifty (350) km. For the avoidance of doubt, this means that Ooredoo is required to grant OLO access to Site Surveys with a maximum duct distance of seven hundred (700) km per calendar month, provided that this maximum is equally divided between the first and second half of each month). Ooredoo and OLO shall agree on a calendar regarding site surveys in particular whenever such activity is scattered across the State of Qatar.
- (j) OLO shall ensure that Ooredoo receives a written report with the results of the Site Survey within thirty (30) Business Days of completion of the Site Survey (“**Site Survey Results**”). Where the survey identifies major differences in the observations from the information provided by Ooredoo and/or from the information in the Access Request, such differences shall be defined in detail. Where the survey identifies problems that affect deployment as defined in the Access Request (such as lack of space or blockages etc.), these shall be defined in detail. The OLO acknowledges and agrees that Ooredoo’s network is in constant evolution and, therefore, the validity of any Site Survey results is limited to ninety (90) business days and the next activity should make use of the survey before its expiry. The activities, if started before the expiry, are not suspended even if the task completion extends beyond the expiry date.
- (k) Within five (5) Business Days after receiving the Site Survey Results, Ooredoo shall either notify OLO that:
  - i it accepts the Site Survey Results, or



- ii it disputes any of the findings contained in the Site Survey Results.
- (l) In case Ooredoo disputes any of the findings contained in the Site Survey Results:
- i Ooredoo and OLO shall undertake joint site survey of the requested Network Elements utilizing a vendor from the list of Approved Contractors specified under the Agreement to conduct the Site Survey on its behalf ("**Second Site Survey**") for the Network Elements surveyed in 4.2(e) of Annex 1. Each operator shall bear its own costs with regard to the joint site survey, including the costs of attending the Second Site Survey; and
  - ii Ooredoo shall ensure subject to timely cooperation from OLO and Ooredoo, that the Second Site Survey is completed within five (5) Business Days of receiving the Site Survey Results from OLO pursuant to clause 3.1(j). For the avoidance of doubt, Ooredoo is not responsible for any delay concerning the joint site survey caused by the OLO.
- (m) If the results of the Second Site Survey differ in a material manner from the Site Survey Results, the parties shall meet as soon as reasonably practicable to attempt to reconcile the differences within five (5) Business Days. If the parties cannot reach agreement on the results of the Site Surveys, then either party may refer the dispute to be resolved in accordance with clause 14 of the Main Body of the RIAO (Dispute Resolution).
- (n) If Ooredoo accepts the Site Survey Results or the parties otherwise reach agreement on the results of the Site Survey, then the Site Survey Results shall determine Available Capacity in accordance with clause 3.2.
- (o) Where a Site Survey indicates to the OLO a requirement to interconnect with Ooredoo Network Element, an Interconnection Request may be made by the OLO in accordance with Annex 5 (Interconnection). If the Interconnection request is approved in accordance with the requirements of Annex 5 (Interconnection) or a revised Interconnection Request is requested by Ooredoo and subsequently approved in accordance with the requirements of Annex 5 (Interconnection), and subject to clause 7 of this Annex (Blockage), the OLO may submit a request for the provisioning of the Ooredoo Network Element in accordance with clause 4 of this Annex 1. The validity of any approval pursuant to an Interconnection request shall be limited to six (6) months.

### ***3.2 Approach to determining and allocating Available Capacity***



- (a) For an Access Request to proceed there must be capacity available for the OLO. This section defines the approaches that are used as part of the approval process that allows the subsequent implementation processes to be completed, if there is capacity available.
- (b) For the purposes of this RIAO, the amount of capacity in a Duct that will be available for the OLO use shall be based on the following principles:
  - i the whole volume of the relevant Duct, not taking into account any contents of the Duct (“**Gross Capacity**”);
  - ii the capacity of the Duct that may be effectively used for installation of cables, which is the Gross Capacity of the relevant Duct, less unusable space due to round geometry of cabling, which for the purposes of each Access Request shall be between 10 and 25% of the Gross Capacity as determined by the parties, each acting reasonably, based on the Site Survey Results and which may include information from Desk Survey or other information supplied by Ooredoo in response to the Access request where this assists. (“**Effective Capacity**” – which is therefore 75%-90% of the gross capacity);
  - iii necessary vacant space needed for maintenance purposes, which, for the purposes of each Access Request shall be the volume of the largest single existing or planned cable in the duct (“**Maintenance Capacity**”), and
  - iv the space used by existing cables, which is the sum of the cross sectional areas of each of the existing cables in the relevant duct;
- (c) The capacity of the Duct that may be used for placement of additional cables shall be calculated as the Effective Capacity of the relevant Duct less the Maintenance Capacity and space used by existing cabling. (“**Usable Capacity**”).
- (d) For the avoidance of doubt, ascertaining the exact amount of unusable space due to the round geometry of the cabling shall only be undertaken pursuant to clause 3.2 (b) if less than twenty five percent (25%) of Gross Capacity less Maintenance Capacity is vacant, taking into account the space of existing and planned cabling.
- (e) Ooredoo may only claim existing Usable Capacity for its own future use based on the following conditions:
  - i in relation to used Ducts, Ooredoo may claim fifteen percent (15%) of the Usable Capacity for its own use over a period of two (2) years from the date of the relevant Access Request;



- ii in relation to empty Ducts, Ooredoo may claim duct space for its own use up to a maximum of 30% of Usable Capacity for its own use over a period of 2 years from the date of the relevant Access Request.

together, "**Reserve Capacity**".

- (f) Ooredoo shall, upon written request, provide the OLO with written justification for any claim of Reserve Capacity within five (5) Business Days of such request.
- (g) The actual amount of capacity in an existing Ooredoo Duct that Ooredoo shall make available to the OLO for the installation of the OLO infrastructure is the Usable Capacity less Reserved Capacity except that no further capacity will be deemed to exist in a Duct that contains six (6) or more existing cables and/or sub-ducts ("**Available Capacity**"). The value (6) may only be increased if that reflects practices that are employed in the Ooredoo network and the increase will maintain non-discrimination.
- (h) Access to D56 ducts shall be possible subject to the OLO providing Ooredoo with the form as set out in Appendix 14 duly signed by the landlord. Any space created by the removal of Capacity Constraints, as defined below, shall be treated as additional Available Capacity.
- (i) Available Capacity in a Network Element shall be determined as specified in this RIAO, first on a preliminary and non-binding basis using the results of the Desk Survey (if applicable), and ultimately by Site Surveys. If and only if the Ooredoo responses to an Access Response are stated by Ooredoo to be non-binding, then these initial values supplied are therefore given a preliminary and non-binding basis. In this case, the binding values shall be issued after the Site Survey. In the case of all Network Elements other than Ducts, Available Capacity shall be defined as:
  - i any unoccupied or unreserved space so long as its use does not adversely affect the operation of Ooredoo's infrastructure; and
  - ii any space created by the removal of Capacity Constraints, as defined above.
- (j) Ooredoo will provide the OLO with access to any Available Capacity requested by the OLO in Ooredoo's Network Elements in accordance with the clause 4 below.

### **3.3 Capacity constraints**

- (a) Capacity Constraints in a Network Element may result from capacity occupied by Ooredoo's (or another OLO's) infrastructure (including but



not limited to Ooredoo's copper infrastructure), Reserve Capacity, or any other items reducing the Available Capacity of a Network Element, including without limitation physical impediments (Blockages) and conditions of disrepair.

- (b) OLO may invoke the procedure for addressing Capacity Constraints if Site Surveys have shown that:
  - i there is no Available Capacity; and
  - ii there are Capacity Constraints that can be removed that would provide sufficient space to meet OLO's needs as set out in the Access Request.
- (c) OLO may, at its sole discretion, select one of the following methods to bypass Capacity Constraints:
  - i Blockage Clearance (in accordance with clause 7). For avoidance of doubt, Ooredoo may undertake blockage clearance at terms and conditions agreed with the OLO or else the OLO shall be responsible for blockage clearance in line with clause 7
  - ii Removal of existing infrastructure if feasible, subject to Ooredoo's written approval and at OLO's own expense (which may exclude copper cables).
  - iii Subject to Ooredoo's written approval, use of alternative Network Elements, if available, (for which Ooredoo needs to provide all required information in accordance with clause 5.3), which would provide functionally equivalent access and in conformity with Ooredoo Technical Specifications included in annex 8. The use of alternative Network Elements shall be subject to a new RAR from the OLO and shall be processed in accordance with clause 2.4.
- (d) If removal or bypassing of Capacity Constraints is not possible or is not successful, OLO may construct new Network Elements, which may be interconnected to Ooredoo's infrastructure in accordance with Annex 5 – Interconnection and as per Ooredoo Technical Specifications included in Annex 8.

## 4. Provisioning and Implementation

### 4.1 Provisioning process

- (a) If there is Available Capacity sufficient to meet OLO's need as set out in the RAR, OLO may submit to Ooredoo a **Provisioning Request** (a



*maximum of twenty (20) provisioning requests which, cumulatively, shall not exceed three hundred and fifty (350) km of ducts per two week period) with regard to such Network Elements, consisting of:*

- i the final RAR Form and any Updated Form that has been accepted by Ooredoo in accordance with clause 2.4;
- ii if applicable, the final completed Blockage Clearance Report in accordance with clause 7 or the Blockage Clearance Acceptance in accordance with clause 7;
- iii if applicable, the Acceptance Notice of the Implemented Interconnection Request in accordance with Annex 5.
- iv a Method Statement of Work (SOW), which shall include the following information:
  - A. specific details of any difference between the information provided to Ooredoo by OLO in the RAR and its proposed provisioning implementation;
  - B. the location and length of all coiled cabling within a requested route;
  - C. any other information required by Ooredoo, as agreed between the parties; and
  - D. a Project Implementation Plan.

together, these form the “**Provisioning Request.**” A provisioning request that requires an Interconnection Request or Blockage Clearance before it can be implemented will be processed on the assumption that the Interconnection request and/or Blockage Clearance are completed. The final implementation of the Provisioning request will be held, pending the completion of the Interconnection or Blockage Clearance.

- (b) Ooredoo must respond to OLO within five (5) Business Days of receiving the Provisioning Request, by:
  - i either approving the Provisioning Request and also notifying the OLO of the date by which Ooredoo will provision the requested Network Element(s), both of which (approval and dates) shall be delivered within five (5) Business Days of receiving the Provisioning Request or:
  - ii clarifying how and why the Provisioning Request is materially inconsistent with the requirements of clause 4.1(a) and informing the OLO of all of the specific areas of deficiency; or
  - iii clarifying how and why the Provisioning Request is rejected, because the proposed implementation is not technically feasible; or



- iv clarifying how and why the Provisioning Request is rejected because it does not meet the requirements of Section 3.3 and 3.2 and Annex 8 (Ooredoo Technical Guidelines) and provide comprehensive and detailed reasons as to why the Provisioning Request does not meet these requirements and has been rejected by Ooredoo.
- (c) If Ooredoo does not approve the Provisioning Request and indicates the reason as being (b)ii above, the OLO may submit a revised Provisioning Request addressing the specific areas raised by Ooredoo in its response to the OLO required under b)ii (**Revised Provisioning Request**).
- (d) Ooredoo shall review the Revised Provisioning Request and address only those specific areas of inconsistency raised by Ooredoo in clause (b) above. Ooredoo shall approve the Revised Provisioning Request within five (5) Business Days of receiving the Revised Provisioning Request and will not be entitled to raise any new or further areas of inconsistency or deficiency that were not raised in its response to the original Provisioning Request in accordance with clause (b) above.
- (e) If the Provisioning Request is rejected in accordance with clause 4.1(b)iii due to issues of Technical Feasibility, Ooredoo shall simultaneously provide OLO detailed reasons why the proposed implementation is not technically feasible and propose alternative implementations, if any are possible, that may meet OLO's requirements. At the OLO's discretion it may resubmit the Provisioning request according to 4.1(c) above. The OLO retains the option to revise the provisioning request only once. Rejection based on technical reasons must be sound and have evidence that the technical solution risks serious harm to services or infrastructure. For absence of doubt rejection because Ooredoo prefers an alternative technique or alternative equipment is not sufficient if the techniques and equipment proposed are consistent with the technical specifications in this RIAO. The materials used is not a reason for technical feasibility rejection if compliant with clause 8 (acceptable materials) and with the technical specifications in Annex 8 and the variances to the material list cause no additional risks to the Ooredoo network. Otherwise, such rejections may be considered unreasonable refusals and this may be included as evidence to the dispute resolution process.
- (f) If OLO disputes Ooredoo's findings that a Provisioning Request be rejected because the proposed implementation is not technically feasible the OLO may refer the dispute to be resolved in accordance with the clause on Resolution of Disputes included in the main body of the RIAO.



- (g) If the Provisioning Request is rejected by Ooredoo in accordance with clause 4.1(b)iv Ooredoo shall simultaneously, with the notification of the rejection:
  - i agree to attend and participate in a meeting between the relevant representatives from each Party, and such meeting to be held as agreed by the parties and not be unreasonably delayed (and in any event this shall be to be within ten (10) Business Days of the rejection) to discuss and settle issues of non-compliance with the requirements of Annex 8 leading to the rejection; and
  - ii provide the OLO with a document clearly setting out comprehensive and detailed reasons why the Provisioning Request does not comply with the requirements of Section 3.3 and 3.2 and Annex 8 (Ooredoo Technical Guidelines) and propose alternative implementations, if any, to give immediate effect to the approval of the Provisioning Request.
- (h) Ooredoo shall provision the Network Elements within five (5) Business Days from approval of the request.

#### **4.2 Premises requests**

- (a) Where the route requested by the OLO terminates in a Customer Premises then the OLO shall provide the form in Appendix 14 duly signed and notify Ooredoo with the date of work start for work supervision purposes.
- (b) In addition to other requests made by the OLO under this RIAO, the OLO may at any time submit a request for:
  - i duct access from OLO's Joint Closure to the End-User premises (Premises Provisioning Request or PPR); and/or
  - ii duct access to multiple premises (Bulk Premises Provisioning Request or BPPR).
- (c) The PPR or BPPR shall be dealt with in a similar manner as the Route Access Requests defined above.
- (d) Premises Provisioning Request:
  - i Where the OLO is requesting duct access for specific End User premises.
  - ii The OLO shall submit a PPR form (Appendix 15:) identifying the duct route A end and B end where:
    - A. A end is the OLO's Joint Closure; and
    - B. B end is the End User premises



- iii Ooredoo must review the PPR provided by the OLO within five (5) Business Days from receipt of the request and either:
    - C. Approve the request if it meets the requirements stated in clause 2 and the provisioning process defined earlier in clause 4.
    - D. Reject the request if it does not meet the requirements stated in clause 2 and the provisioning process defined earlier in clause 4.
  - iv Upon approval of the PPR, the OLO is granted access to the requested Duct route to perform the following activities:
    - E. Rodding and Roping;
    - F. Blockage Clearance (if required);
    - G. Laying drop cable (not more than 24F cable).
  - v The OLO should notify Ooredoo at least three (3) Business Days before accessing any duct covered under the approved BPPR.
  - vi The OLO shall always follow the Technical Guidelines stated in Annex 8 (Technical Guidelines) and the implementation procedures stated in clause 4.4 below.
  - vii Acceptance of the completed works will be as stated in clause 4.5 below.
- (e) Bulk Premises Provisioning Request
- i Where the OLO is requesting duct access to multiple End User premises.
  - ii The OLO shall submit a BPPR form (Appendix 16:) identifying the area that covers all the End User premises for which access to the Ooredoo's duct is required.
  - iii Ooredoo must review the BPPR provided by the OLO within five (5) Business Days from receipt of the request and either:
    - H. Approve the request if it meets the requirements stated in clause 2 and the provisioning process defined earlier in earlier in clause 4;  
**Error! Reference source not found.**
    - I. Reject the request if it does not meet the requirements stated in clause 2 and the provisioning process defined earlier in clause 4.
  - iv Upon approval of the BPPR, the OLO is granted access to the required end user ducts to perform the following activities:



- J. Rodding and Roping;
- K. Blockage Clearance (if required);
- L. Laying drop cables (not more than 24F cable).
- v The OLO should notify Ooredoo at least three (3) Business Days before accessing any duct covered under the approved BPPR.
  - vi The OLO shall submit a weekly report to Ooredoo identifying the completed works and the ducts which the OLO already accessed within one (1) calendar week.
  - vii The OLO shall always follow the technical rules and guidelines stated in Annex 8 (Technical Guidelines) and the implementation procedures stated in section 4.4 below.
  - viii Acceptance of the completed works will be as stated in clause 4.5 below.
- (f) If Ooredoo does not respond to the OLO in accordance with the required timeframes, the PPR and/or BPPR contemplated under those clauses shall be deemed to have been approved by Ooredoo but the final implementation work requires approvals before commencement.
- (g) For the purpose of invoicing the End User premises provisioned under the PPR and/or the BPPR the OLO shall submit, on or before the tenth (10th) day of each calendar month, all the premises for which duct access was provisioned, implemented and accepted showing the date of acceptance of each premises.
- (h) Ooredoo is required to supply the OLO with all relevant pre-existing information to enable the OLO to install its cables and equipment through the customer duct and on customer site, in a manner that is equivalent to how an Ooredoo installation team would act. This should typically include:
  - i Data on Ooredoo equipment in the duct and at customer site, to ensure OLO's installations do not interfere or cause harm to the Ooredoo equipment.
  - ii Maps and/or diagrams of the duct and customer termination site.
  - iii Customer contact and site-security access information.
- (i) Ooredoo shall supply such information where it pre-exists.
- (j) The OLO is responsible for making its own commercial arrangements with the customer for the use of the duct and customer site termination room. This includes contractual issues and permissions to install which shall cover liabilities for damage to existing services.



- (k) The OLO shall notify Ooredoo of the installation plans, including dates that it has agreed with the Customer and shall supply Ooredoo with information on the finally-installed equipment and cables to enable Ooredoo to update its database and to inform its team when it carries out future actions on the customer site/duct.

#### **4.3 Acceptance of Network Elements**

- (a) If the provisioning of the Network Elements cannot be done in five (5) days or less from the date of approval of the Provisioning Request, Ooredoo will propose and agree a provisioning plan with the OLO. Once the plan is accepted by the OLO, Ooredoo shall proceed with provisioning the Network Elements. This extension will be permitted only for exceptional circumstances that are beyond the reasonable control of Ooredoo, such as emergency, national security or government orders in which case, Ooredoo shall provide the relevant documentation confirming such works.
- (b) After Ooredoo has completed the Provisioning Request, the OLO may at its discretion conduct its own assessment in order to determine the actual utility of the requested Network Element(s) for the intended use.
- (c) Within ten (10) Business Days of OLO being granted access approval to the Network Element(s), OLO shall inform Ooredoo in writing either that:
  - i the Network Element(s) have been accepted for use in which case the OLO shall sign an acceptance form and provide it to Ooredoo; or
  - ii following examination of the Network Element(s), OLO has rejected the Network Element ("**Rejection Notice**") with the appropriate justification, in which case Ooredoo shall propose a solution if any is possible. If the said solution is accepted by the OLO, the OLO shall sign an acceptance form and provide it to Ooredoo. Otherwise, if the solution is not accepted by the OLO or no solution can be proposed, the OLO may raise a dispute resolution notice in accordance with this RIAO, where relevant.
- (d) Within five (5) Business Days of receipt of a Rejection Notice, Ooredoo shall investigate the causes of the issue or damage that is the cause for the Rejection Notice and provide a written response proposing a solution to such issue or damage and then provide a comprehensive and detailed written response to the OLO within no later than a further five (5) Business Days, proposing to the OLO an alternative solution to the issue or damage, the subject of the Rejection Notice.



- (e) If the OLO accepts the alternate proposed solution under 4.2 (c) the OLO will, no longer than five (5) Business Days, confirm the Network Element has been accepted.
- (f) If the OLO does not confirm within five (5) Business Days, as required, the Network Element will be deemed to have been accepted by the OLO.

#### **4.4 Implementation**

- (a) The OLO (or its Approved Contractor acting on OLO's behalf) shall deploy OLO Infrastructure in Ooredoo Network Element(s) in a manner consistent with the information provided with the approved Provisioning Request.
- (b) The OLO undertakes to begin the implementation within one (1) months of receiving the Implementation Plan Approval. Where OLO has failed to begin the implementation within such time frame, the PR is deemed abandoned. OLO shall notify Ooredoo not less than three (3) Business Days in advance of deployment of infrastructure in a Network Element(s) under the Agreement as to which Party of the List of Approved Contractors will perform the work. The OLO shall notify Ooredoo of any changes to the planned implementation compared to plan submitted in the provisioning request.
- (c) Any cables or sub-ducts deployed by the OLO within Network Element(s) provisioned under the terms of the Agreement, shall conform to the labelling and property tagging specifications set out in **Appendix 12**.
- (d) If there are material reasons to deviate from the approved Provisioning Request as a result of issues that occur during the implementation, OLO or its contractor shall contact Ooredoo's Relationship Manager or on site supervisor if available to inform him of the issue and to seek to resolve the issue immediately.
- (e) If this does not resolve the issues then the OLO may submit to Ooredoo a proposed solution (Change Request using the Change Request Form) to the issue described in clause 4.4 (d) above or seek Ooredoo's input on how to resolve the issues, following which Ooredoo shall respond within five (5) Business Days and:
  - i if Ooredoo considers the deviation from the approved Provisioning Request to be minor in scope or impact on Ooredoo's network Infrastructure, or another existing OLO's network infrastructure to be minimal, Ooredoo may authorize the deviation without further action; or



- ii if Ooredoo considers the deviation from the approved Provisioning Request to be significant in scope or potential impact on Ooredoo's network Infrastructure or on another existing OLO's network infrastructure to be significant, Ooredoo may require OLO to revise and resubmit the Provisioning Request for Ooredoo review and approval in accordance with section 4; or
  - iii if Ooredoo considers that the proposed solution to the issue described in clause 4.4 (e) would cause significant disruption or harm to the Ooredoo's network, Ooredoo may reject the proposed solution. This must be fully substantiated in writing to the OLO.
- (f) If the proposed solution is rejected, OLO may propose a further alternative solution or propose the alternative solution as part of an Ad Hoc Request. Ooredoo shall examine if the solution proposed is acceptable as per 4.4 (e) above.
- (g) At completion of the Implementation of the Provisioning Request the OLO shall give a notice to Ooredoo of the completion of the Provisioning Requests (Implementation Completion Notice) using the form set out in Appendix 7 of this Annex 1 within five (5) Business Days of the Implementation of the Provisioning Request.
- (h) For clarity, the Parties agree that the OLO may submit one (1) Implementation Completion Notice against each approved Provisioning Request as Ooredoo shall not accept partial Implementation Completion Notices.

For the avoidance of doubt, the OLO shall be charged from the date of the PR approval. If at the end of the provisioning process the Implementation Completion Notices differ from the PR, then the charges shall be updated to reflect the actual implementation.

#### **4.5 Acceptance of Implementation**

- (a) Ooredoo must within ten (10) Business Days of receiving the Implementation Completion Notice inspect the implementation and respond with:
  - i an acknowledgement of the implementation (**Implementation Acknowledgement as per the form in Appendix 8**) and proceed with the processes described in clause 4.6; or
  - ii a request for correction of the implementation
  - iii the OLO will bear all the costs associated with such inspection of the implemented network. The supervision of such task shall be scheduled by Ooredoo. Ooredoo will charge OLO for the supervision in accordance with the rates as set out in Annex 4.



- iv If Ooredoo does not inspect the implementation the OLO may assume that acceptance is given.
- (b) Ooredoo shall provide specific reasons for requesting a correction and shall give exact description of what needs to be changed. The OLO shall provide a plan for correction implementation within ten (10) Business Days from the date Ooredoo requested the correction and both parties shall agree on a reasonable solution to implement the correction(s).
- (c) Upon implementing the required corrections as specified by Ooredoo in accordance with clause 4.5(a)ii, OLO shall submit a revised Implementation Completion Notice in accordance with clause 4.4(g) for Ooredoo's acceptance.
- (d) If the implementation after correction is not accepted by Ooredoo, subsequent correction notice(s) will be provided to the OLO pursuant to 5.4(a)(i) to 5.4(a)(vi) of Annex 1 and where OLO has failed to make the necessary correction, the PR will be cancelled.
- (e) If Ooredoo provides partial acceptance, the OLO shall provide a Revised Provisioning Request in accordance with clauses 4.1 and 4.2 of Annex 1 with all the partially completed information for billing purposes and Ooredoo shall send an Implementation Acknowledgment to the OLO and both parties shall update their records in accordance to clause 4.5 of Annex 1. For any part of a PR that has not been implemented or accepted by Ooredoo, OLO may submit a new PR for the non-implemented capacity should it wish to utilise this capacity. Ooredoo will not give OLO any priority on the non-implemented capacity and any PR submitted by OLO for the non-implemented capacity shall be subject to the same process as any other PR.
- (f) If Ooredoo provides full acceptance, Ooredoo shall send an Implementation Acknowledgment to the OLO and both parties shall update their records.

#### **4.6 Post-implementation activities**

- (a) After accepting the implementation, Ooredoo shall update its own records based on the As Built Drawings provided by OLO.
- (b) After receiving the Implementation Acknowledgement from Ooredoo, OLO shall update its GIS System with the As Built Records in accordance with clause 5.3.
- (c) Both parties shall within five (5) Business Days of receipt of Ooredoo's Implementation Acknowledgement sign the Single Route Infrastructure Lease Form in Appendix 11 for the respective route.



#### **4.7 Relationship management**

- (a) As specified in clause 22 of the Main Body of the Agreement, the Relationship Manager will have primary responsibility for resolving any issues that may arise in the course of surveying, implementation or other activities set out in this Annex 1.
- (b) Unless otherwise stated in the RIAO, either Party may refer an issue to the Relationship Manager at any point, or alternatively, escalate the issue in accordance the provisions of clause 17 of the Main Body of the Agreement.

#### **4.8 Lease Termination**

- (a) In the event the OLO wishes to terminate its access to Network Element(s) in accordance with clause 25.7 of the RIAO Main Body, the OLO shall submit a Network Element(s) Lease Termination Form as shown in Appendix 13 of this Annex 1 (Lease Termination Request). Ooredoo must respond to a Lease Termination Request within ten (10) business days by providing the OLO with the specific date for the recovery of the terminated Network Element(s). The recovery of the terminated Network Element(s) shall be carried out by the OLO under the optional supervision of Ooredoo.
- (b) OLO shall notify Ooredoo of completion of the recovery of the terminated Network Element(s) within five (5) Business Day of such completion.
- (c) Ooredoo shall provide confirmation to OLO that the recovery has been fully effected within five (5) business days of OLO's notification at 5.7(b) and the charges pertaining to the recovered Network Element shall stop from the date of removal.
- (d) Where the OLO has not made any effective use of the Network Elements provisioned within a two (2) year period from the provisioning of the Network Elements by Ooredoo, Ooredoo may cancel the provisioning and it can use the element. Effective use here means that the OLO has commenced physical installation work on the Network Elements pursuant to this RIAO.
- (e) Where access to Ooredoo's Network Elements has been terminated pursuant to this clause 4.8(a), Ooredoo shall stop charging for such access upon completion of recovery of OLO's network elements or, in the event that removal is not feasible for example due to adverse risk of damage to other elements, then the charges shall stop from the date of this non-feasible decision being made.



## 5. Supporting systems and information

### 5.1 *Interim framework to manage Access Requests*

- (a) The exchange of all forms that are defined in the Agreement and attached as an Appendix will be handled via electronic mail to email addresses designated by the Parties for this purpose.
- (b) In case of any discrepancy between the forms attached as Appendices and the requirements of this Annex, the requirements of this Annex shall govern, and in such case (or if needed to ensure consistency with the operational needs of both parties) the forms attached as Appendices may be modified by mutual agreement of the parties.
- (c) In accordance with clause 5.1(b) the Single Route Infrastructure Lease Form shall be adapted, if required, to unambiguously identify the routes leased by OLO under the Agreement.

### 5.2 *Centralised Portal to manage Access Requests*

- (a) Both Parties agree, within the One (1) Year Anniversary of the Commencement Date an Agreement pursuant to this RIAO after jointly considering the potential benefits and costs to present to the CRA a project (including timeframes, costs and benefits) for a shared and integrated central system aimed at managing all aspects of the communication between the Parties in relation to the processes and procedures defined in the Annexes of this RIAO (Central Portal).
- (b) Subject to the feasibility and cost-benefit analysis conducted in 5.2(a) above, the Parties agree in good faith and with a view to meeting modern professional business practices, to formulate a plan to establish and implement the Central Portal by the above Anniversary:
  - i establishing a committee to oversee the objectives of establishing and implementing the Central Portal;
  - ii agreeing regular meetings between the Parties;
  - iii identifying milestones to be achieved; and
  - iv agreeing a timetable (if possible) to implement the Central Portal.
- (c) For clarity, any development of a Central Portal shall be subject to a separate and subsequent agreement between the parties, parts of which may form part of this RIAO as agreed by the Parties.
- (d) Prior to the creation of this Central Portal, the exchange of all forms that are defined in this RIAO and attached as an Appendix will be handled



via electronic mail to email addresses designated by the Parties for this purpose, as defined in 5.1.

- (e) Following the implementation of the Central Portal, the exchange of all forms that are defined in this RIAO and attached as Appendices shall be managed using the Central Portal.

### **5.3 Centralised system for Network plans, duct records, electronic maps and GIS data**

- (a) Unless otherwise expressly required under this RIAO, both OLO and Ooredoo shall update their respective GIS System as often as necessary with all relevant data with regard to the Network Elements provided under the Agreement, including, but not limited to:
  - i location of Ducts routes;
  - ii fibre (feeder, distribution, and drop cable);
  - iii central offices;
  - iv manholes;
  - v hand-holes/joint boxes;
  - vi splitters/closures;
  - vii Available Capacity;
  - viii Duct utilization;
  - ix any other documents and information as agreed between the Parties(together, Relevant GIS Data).
- (b) Until such time as OLO establishes its own GIS information system pursuant to clause 5.2 of Annex 1, Ooredoo shall, upon request, provide all necessary assistance to OLO in updating relevant GIS information, including
  - i providing access to all relevant detailed digitized maps of Ooredoo's Network for accepted Access Requests;
  - ii updating the GIS System with As-Built Drawings of OLO network Infrastructure; and
  - iii such other assistance as is reasonably necessary in to facilitate the ordering, provisioning and access to the Network Elements or



Passive Infrastructure Services in order to carry out the purposes of the Agreement.

- (c) Such assistance shall be charged to OLO at the rates set out in Annex 4 (Pricing).
- (d) Both Parties shall treat any data received by the other Party under the terms of the Agreement as Confidential Information under the Confidentiality and Intellectual Property provisions of the Agreement.

#### **5.4 Continuing Access Requests**

- (a) Subject to any other provision in this Annex 1, any in-process Access Request for which there is an action pending completion by OLO will be processed as per this Annex 1. Abandoned Access Requests are Access requests which are not cancelled by Ooredoo as per Annex 1 and are abandoned upon the OLO request and need not be further processed as per this Annex 1.
- (b) Notwithstanding the provisions of 5.4(a), OLO may request in writing, and Ooredoo (at its sole discretion) may agree in writing, to allow an Access Request to remain pending action by OLO beyond the relevant prescribed time without being considered an Abandoned Access Request.

#### **5.5 Refund of Access Request Fee**

- (a) Access Request Fees for Access Requests that are subsequently fully or partially provisioned will not be refunded.
- (b) Subject to clauses 5.4(d) and 5.4(e), Access Request Fees relating to Access Requests that are cancelled at the request of OLO will not be refunded.
- (c) Access Request Fees relating to Abandoned Access Requests will not be refunded.
- (d) Access Requests that are not ultimately provisioned due to lack of feasibility or other circumstances outside the reasonable control of OLO will be refunded in full.
- (e) Access Requests which have been pending action by Ooredoo such that it will not be possible to achieve a Failure Level of 3 (FL3), as defined in Appendix 1 of Annex 7, may be cancelled upon written request by OLO; in such cases OLO shall be entitled to a full refund of the relevant Access Request Fee.

#### **5.6 Handling of Abandoned or Cancelled Access Requests**



- (a) OLO may subsequently re-submit an Access Request for a route that was previously cancelled or abandoned as per this Annex 1.

## **6. Contractors**

### **6.1 *Approved Contractors***

- (a) OLO shall maintain a List of Approved Contractors.
- (b) OLO may select any party from the List of Approved Contractors to conduct work on its behalf, including but not limited to Site Surveys, testing, rodding, maintenance, and the deployment of fibre cable and other OLO infrastructure.
- (c) Ooredoo shall make available on demand an accurate and up-to-date version of their internal equivalent of the List of Approved Contractors.
- (d) Additions to the List of Approved Contractors shall be made according to the process as described in clause 6.2.
- (e) Removals from the List of Approved Contractors shall be made according to a process that shall be negotiated within the framework of the Agreement or falling that, under existing removal provisions that exist between an Approved Contractor and Ooredoo.

### **6.2 *Additions to the list of Approved Contractors***

- (a) Any contractor that has been admitted to Ooredoo's internal equivalent of the List of Approved Contractors shall automatically be eligible for inclusion in the List of Approved Contractors.
- (b) Any contractor with a probationary status on Ooredoo's internal list of approved contractors shall not be included in the List of Approved Contractors.
- (c) OLO shall have the right to nominate any party for admission to the List of Approved Contractors.
- (d) Ooredoo shall respond within 10 Business Days with its view on whether the nominated party shall be admitted to the List of Approved Contractors.
- (e) Ooredoo shall apply the following process and criteria in evaluating a nominated party for admission to the List of Approved Contractors:
  - i Jointers employed by the proposed Approved Contractor should follow a 2-week Splicing & Testing training course, facilitated by Ooredoo.



- ii Cable installers employed by the proposed Approved Contractor should follow a 3-week Cable Laying training course, facilitated by Ooredoo.
- iii Upon completion of the training courses specified in clauses 6.2(e)i and 6.2(e)ii relevant employees shall receive a certification.
- iv The proposed Approved Contractor shall have a minimum of 12 staff, comprising the following:
  - a) 1 Qualified Engineer or holding a Diploma in Communication Engineering;
  - b) 1 Foreman/ supervisor;
  - c) 2 Fiber optic joiner;
  - d) 2 Fiber optic joiner assistant;
  - e) 6 Mason & laborer.
- v The proposed Approved Contractor shall have a minimum plant and machinery comprising the following:
  - a) 2 Fibre Optic Vans
  - b) 2 Fusion splicers
  - c) 1 OTDR
  - d) 1 Light source and power meter
  - e) 2 Fibre optic tool kits
  - f) 1 Fibre optic identifier
  - g) 1 Fibre optic talk set

### **6.3 Restriction on sub-contracting**

The Parties shall ensure that no party from the List of Approved Contractors shall be allowed to sub-contract any work under this Annex to a party that is not on the List of Approved Contractors.

## **7. Blockage clearance**

### **7.1 General**

- (a) If OLO encounters a blockage of a Network Element during the Implementation process, OLO may either:



- i clear the blockage itself in accordance with clause 7.2; or
  - ii request that Ooredoo clear the blockage in accordance with clause 7.3.
- (b) Irrespective of whether OLO clears the blockage itself in accordance with clause 7.2 or requests clearance from Ooredoo in accordance with clause 7.3, the party clearing the blockage will be responsible, subject to clause 45 of the Main Body of the Agreement, for ensuring such action does not damage the infrastructure of the other Party.

## **7.2 Blockage Clearance by OLO**

- (a) OLO may request authorization from Ooredoo to remove a blockage by informing Ooredoo of the location of the blockage, the date and time of the proposed survey or feasibility study and any further relevant available information regarding the blockage ("**Blockage Removal Authorization Request**").
- (b) Ooredoo shall respond to OLO within five (5) Business Days either:
  - i providing OLO authorization to commence work in removing the blockage, with any reasonably required conditions or specifications ("**Blockage Removal Authorization**") subject to the OLO being granted approval from relevant authorities as may be required; or
  - ii requesting further relevant information (to be clearly specified by Ooredoo) regarding the proposed blockage clearance that it reasonably requires in order to authorise the OLO to commence work to remove the blockage, in which case OLO shall re-submit the Blockage Removal Authorization Request containing the updated information and in accordance with clause 7.2(a). Ooredoo shall respond to the Revised Blockage Removal Authorization Request within ten (10) Business Days in accordance with the requirements of this clause 7.2(b).
- (c) Upon receipt of the Blockage Removal Authorization, the OLO:
  - i Shall inform Ooredoo of the date and time of the blockage removal no fewer than five (5) Business Days in advance and may commence removal of the blockage in accordance with the Blockage Removal Authorization.
- (d) Any Blockage Removal Authorisation shall be valid for fifteen (15) business days after completion of any Road Opening or other approvals may needed by Qatari Authorities and OLO shall not be allowed to commence any blockage removal once the Blockage Removal Authorisation has expired until it obtains a new approval from Ooredoo.



- (e) Within one (1) Business Day of completing the attempted removal of the blockage OLO shall inform Ooredoo whether the clearance was successful (“**Blockage Clearance Report**”).

### **7.3 Blockage Clearance by Ooredoo**

- (a) The OLO may request removal of a blockage by Ooredoo by submitting to Ooredoo the Blockage Removal Request form as set out in Appendix 9:.
- (b) Ooredoo shall respond to OLO within 5 Business Days of receiving the Blockage Removal Request as set in Appendix 10 and include the information set out in clause 7.3(d).
- (c) Where Ooredoo is clearing the Blockage and where Road Opening Approval is required, Ooredoo shall immediately seek Road Opening Approval from the relevant authorities and:
  - i in cases where Road Opening Approval is granted, Ooredoo shall send to OLO within five (5) days the Blockage clearance plan to OLO and include the information set out in clause 7.3(d); and
  - ii in cases where Road Opening Approval is not granted, inform OLO within five (5) days that such approval has not been granted.
- (d) Ooredoo shall inform OLO whether the removal of the blockage is technically feasible or not. If Ooredoo determines that removal of the blockage is technically feasible, Ooredoo shall provide OLO with a Blockage Clearance Proposal that shall include the proposed fees and dates (Blockage Removal Proposal) and OLO shall respond within fifteen (15) Business Days whether it elects to have Ooredoo proceed with the removal in accordance with the Blockage Removal Proposal.
- (e) If Ooredoo determines that removal of the blockage is not technically feasible, it shall provide detailed reasons for such determination to OLO at the time of its response in accordance with clause 7.3(b) and shall simultaneously provide the OLO with an alternative proposal, if any is possible, to enable the blockage to be by-passed or with an alternative approach that is technically feasible and so it can be removed according to the following.
- (f) If OLO elects to proceed with the removal of the blockage in accordance with clause 7.3(d), Ooredoo will use its best efforts to remove the blockage in accordance with the Blockage Removal Proposal.
- (g) Within one (1) Business Day of completing the attempted removal of the blockage in line with the Blockage Removal Proposal, Ooredoo shall inform OLO whether the clearance was successful.



- (h) OLO shall, within ten (10) Business Days, inspect the relevant location to determine whether the blockage clearance enables OLO to use the Network Element as requested, and notify Ooredoo in writing whether it:
  - i accepts the Blockage Clearance ("**Blockage Clearance Acceptance**"), in which case Ooredoo shall invoice OLO in accordance with the Blockage Removal Proposal; or
  - ii OLO shall inform Ooredoo of the reason for rejecting the Blockage Clearance and both Parties will agree a new Blockage Removal Proposal (Revised Blockage Request Proposal) to rectify the reasons that the OLO was unable to accept and rejected the **Blockage Clearance Acceptance** and Ooredoo will use its best endeavours to proceed with the removal in accordance with the Revised Blockage Removal Proposal. For the avoidance of doubt, Ooredoo will invoice the OLO for unsuccessful and successful Blockage Clearance in accordance with Annex 4.

## 8. Approved materials and techniques

- (a) Within two (2) months of the Commencement Date of an Agreement based on the present RIAO, the parties shall establish by mutual agreement a list of materials suitable for installation in Network Elements, including, but not limited to fibre cables ("Approved Materials List"). This period shall not exclude the OLO from submitting Area Access requests or RARs pursuant to any existing valid AAR. Any material not in conformity with Annex 8 - Technical Specifications will not be accepted in all circumstances.
- (b) Exclusion of materials by Ooredoo shall be based only on exceptional circumstances such as that the materials cause significant risk to: safety or other to operations or to existing services. For the absence of doubt; colour, shape, size, bend radius, material type etc., are not expected to be causes of exceptional circumstances that would exclude the materials from being deployed, when these are specified by the OLO to be within the standards referred to in Annex 8. The parties may make additions to the Approved Materials List subsequent to its initial adoption by mutual written agreement, using the acceptance criteria defined in this clause 8.
- (c) The use of any proposed closure, fibre cable or other material included in the Approved Materials List may only be rejected by Ooredoo for reasons concerning the suitability of the material itself.



## 9. Supervision and Oversight

- (a) Ooredoo shall have the right to supervise OLO and/or its contractors while performing any activities described in Annex 1 wherein the OLO or its contractors physically access and manipulate the Ooredoo network elements whilst surveying, installing or maintaining the works subject to the following:
  - i The Supervision Charge payable by OLO will be in accordance with Annex 4 of the Agreement and is the only mechanism for recovering the cost of such supervision activities that shall be available to Ooredoo under the Agreement; and
  - ii Ooredoo and OLO shall agree on a calendar regarding site supervision in particular whenever such activity is scattered across the State of Qatar. This shall not restrict the OLO's activities if Ooredoo is unable to supervise the activity unless that activity can only be done with supervision.
- (b) Notwithstanding the above and for the avoidance of doubt, it is understood and acknowledged that Ooredoo supervisors shall have the right to suspend OLO surveying, implementation, acceptance, or other activities, or otherwise instruct OLO staff, contractors, or others when such actions are necessary to protect Ooredoo assets or to prevent an Emergency.
- (c) Supervision can be charged as defined in the Services Annex 3 Section 4 at the rates defined in The Pricing Annex 4.



## 10. Appendices

### Appendix 1: Area Access Request Form and Revised Area Access Request Form

Area Access Request (AAR) Form			
For OLO use only			
Date of submission	Day:	Month:	Year:
Access Seeker reference number			
Estimated number of Network Elements requested	Duct segments:	Manholes:	
Attachments	<u>Zone or Zones numbers</u>		
	<u>[location Map with zone/zones highlighted]</u>		
Access Seeker contact person	Name:	Position:	
	Mobile:	Email:	
For Ooredoo use only			
Date received	Day:	Month:	Year:
Date of reply	Day:	Month:	Year:
Access Provider Reference number			
Forecast status	Approved <input type="checkbox"/>		
	Missing information <input type="checkbox"/>		
Details of further information requested (if applicable)			
Access Provider Contact person	Name:	Position:	
	Mobile:	Email:	



<b>Revised AAR (AAR) Form</b>			
<b>For OLO use only</b>			
<b>Date of submission</b>	Day:	Month:	Year:
<b>OLO reference number</b>			
<b>Estimated number of Network Elements requested</b>	Duct segments:	Manholes:	
<b>Attachments</b>	<i>Zone or Zones numbers</i>		
	<i>[location Map with zone/zones highlighted]</i>		
<b>OLO contact person</b>	Name:	Position:	
	Mobile:	Email:	
<b>For Ooredoo use only</b>			
<b>Date received</b>	Day:	Month:	Year:
<b>Date of reply</b>	Day:	Month:	Year:
<b>Ooredoo Reference number</b>			
<b>Forecast status</b>	Approved <input type="checkbox"/>		
	Missing Information <input type="checkbox"/>		
<b>Details of further information requested (if applicable)</b>			
<b>Ooredoo Contact person</b>	Name:	Position:	
	Mobile:	Email:	



## Appendix 2: Route Access Request Form and Updated Route Access Request Form

Route Access Request Form			
For OLO use only			
Date of submission	Day:	Month:	Year:
OLO reference number			
Area Access Request Reference number			
Name, address, GPS coordinates of route ends	A-end:	B-end:	
Attachments	<i>[List of names, addresses and GPS coordinate (QNG)s, description of all Network E. ]</i>		
	<i>[List of number of kilometers of ducts per route]</i>		
	<i>[List of manufacturers, model, product sheet of sub-ducting/cable per route]</i>		
	<i>[List of sizes, model type, product sheet, expected locations of closures]</i>		
	<i>[List of general locations of coiled cabling]</i>		
OLO contact person	Name:	Position:	
	Mobile:	Email:	

For Ooredoo use only			
Date received	Day:	Month:	Year:
Date of reply	Day:	Month:	Year:
Ooredoo reference number			
Forecast status	<input type="checkbox"/> Available <input type="checkbox"/> Further information required		
Details of further information requested (if applicable)			
Ooredoo contact person	Name:	Position:	
	Mobile:	Email:	



**Updated Route Access Request Form**

Updated Route Access Request Form			
For OLO use only			
<b>Date of submission</b>	Day:	Month:	Year:
<b>OLO reference number</b>			
<b>Area Access Request Reference number</b>			
<b>Name, address, GPS coordinates of route ends</b>	A-ends:	B-ends:	
<b>Attachments</b>	<i>[List of names, addresses and GPS coordinates (QNG), description of all Network E.]</i>		
	<i>[List of number of kilometers of ducts per route]</i>		
	<i>[List of manufacturers, model, product sheet of sub-ducting/cable per route]</i>		
	<i>[List of sizes, model type, product sheet, expected locations of closures]</i>		
	<i>[List of general locations of coiled cabling]</i>		
<b>OLO contact person</b>	Name:	Position:	
	Mobile:	Email:	

For Ooredoo use only			
<b>Date received</b>	Day:	Month:	Year:
<b>Date of reply</b>	Day:	Month:	Year:
<b>Ooredoo reference number</b>			
<b>Forecast status</b>	<input type="checkbox"/> Available <input type="checkbox"/> Further information required		
<b>Details of further information requested (if applicable)</b>			
<b>Ooredoo contact person</b>	Name:	Position:	
	Mobile:	Email:	



**Appendix 3: Data format for Access Request**

[To be defined by technical teams after signing of Agreement]

**Appendix 4: Site Survey Request Form**

<b>Site Survey Request Form</b>			
<i>For OLO use only</i>			
<b>Date of submission</b>	Day:	Month:	Year:
<b>OLO reference number</b>			
<b>Desk Survey reference number</b>			
<b>Name, address, GPS coordinates of route ends</b>	A-ends		B-ends
<b>Attachments</b>	<b>Route Name</b>		
	<i>Duct length within particular route &amp; Total MH/JBs is #. (Attached Drawing/SHP File)</i>		
<b>OLO contact person</b>	Name:	Position:	
	Phone:	Email:	



For Ooredoo use only			
<b>Date received</b>	Day:	Month:	Year:
<b>Date of reply</b>	Day:	Month:	Year:
<b>Ooredoo reference number</b>			
<b>Forecast status</b>	Approved		
	Further information required		
<b>Details of further information requested (if applicable)</b>			
<b>Ooredoo contact person</b>	Name:	Position:	
	Mobile:	Email:	



Appendix 5: **Provisioning Request form and Revised Provisioning request form**

PROVISIONING REQUEST FORM			
<b>For OLO use only</b>			
<b>Date of submission</b>	Day:	Month:	Year:
<b>OLO reference number</b>			
<b>Attachments</b>	[ Final and accepted Updated Access Request Form ]		
	[ If applicable, Blockage Removal Response Form ]		
	[ If applicable, Interconnection Response Form ]		
	[ Project Implementation Plan ]		
	[ Method Statement (SOW) ]		
	LLD		
	Updated DSR report		
	Roding Plan		
	Shape file		
	Approved AAR reference number		
	Approved IR reference number ( if any )		
	Blockage clearance report ( if any )		
<b>OLO contact person</b>	Name:	Position:	
	Mobile:	Email:	
<b>For Ooredoo use only</b>			
<b>Date received</b>	Day:	Month:	Year:
<b>Date of reply</b>	Day:	Month:	Year:
<b>Ooredoo reference number</b>			
<b>Forecast status</b>	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected		
<b>Attachments</b>	[ Date for provisioning of Network Elements ]		
	[ If applicable, reasons for rejection and specific areas of deficiency ]		
<b>Ooredoo contact person</b>	Name:	Position:	
	Mobile:	Email:	



Revised Provisioning Request (PR) Form			
For OLO use only			
<b>Date of submission</b>	Day:	Month:	Year:
<b>OLO reference #</b>			
<b>Attachments</b>	<b>PR route name</b>		
	<i>LLD</i>		
	Updated DSR report		
	<i>Roding Plan</i>		
	<i>Shape file</i>		
	<i>Approved AAR reference number</i>		
	<i>Approved IR reference number ( if any )</i>		
	<i>Blockage clearance report ( if any )</i>		
<i>Clarification/Reply to the areas if deficiency identified by the Access Provider</i>			
<b>OLO contact person</b>	Name:		Position:
	Mobile:		Email:
For Ooredoo use only			
<b>Date received</b>	Day:	Month:	Year:
<b>Date of reply</b>	Day:	Month:	Year:
<b>Access Provider Reference #</b>			
<b>Forecast status</b>	Approved <input type="checkbox"/> Having Material Inconsistency <input type="checkbox"/> Rejected <input type="checkbox"/>		
<b>Attachments</b>	<i>[ Date for provisioning of Network Elements ]</i>		
	<i>[ If not approved; mention the reasons for rejection and specific areas of deficiency ]</i>		
<b>Ooredoo Contact person</b>	Name:		Position:
	Mobile:		Email:



Appendix 6: **Acceptance testing form**

<b>ACCEPTANCE TESTING FORM</b>			
<b>For OLO use only</b>			
<b>Date of submission</b>	Day:	Month:	Year:
<b>OLO reference number</b>			
<b>The network elements as per the attached have been tested and accepted for service</b>			
<b>Attachments</b>	[ GIS data of Network Elements accepted for service ]		
	As-Built Drawings for the implemented part, Route Maps, Manhole Types		
	Updated Duct Space Records		
<b>OLO contact person</b>	Name:	Position:	
	Mobile:	Email:	
<b>For Ooredoo use only</b>			
<b>Date Received</b>	Day:	Month:	Year:
<b>Date Replied</b>	Day:	Month:	Year:
<b>Ooredoo reference #</b>			
<b>Implementation Acknowledgement</b>	Implementation Acknowledged and Accepted <input type="checkbox"/>		
	Implementation Correction Required <input type="checkbox"/>		
<b>Corrective Works Required</b>			
<b>Ooredoo contact person</b>	Name:	Position:	



Appendix 7: **Completion notice form**

<b>COMPLETION NOTICE FORM</b>			
<b>For OLO use only</b>			
<b>Date of submission</b>	Day:	Month:	Year:
<b>OLO reference number</b>			
<b>The network elements as per the attached have been implemented</b>			
<b>Attachments</b>	<i>[ GIS data of Network Elements accepted for service ]</i>		
	<i>As-Built Drawings for the implemented part, Route Maps, Manhole Types</i>		
	<i>Updated Duct Space Records</i>		
	1- approved drawing 2- approved UDSR 3- approved provisioning request form 4- As-built drawing 5- As-built UDSR 6- Calculation Sheet 7- CD including all above requirement (soft copy)		
<b>OLO contact person</b>	Name:		Position:
	Mobile:		Email:



Appendix 8: **Implementation Acknowledgement form**

<b>IMPLEMENTATION ACKNOWLEDGEMENT FORM</b>			
<b>For Ooredoo use only</b>			
<b>Date of Acknowledgment</b>	Day:	Month:	Year:
<b>Ooredoo reference number</b>			
<b>Ooredoo acknowledge that the network elements as per the attached have been implemented</b>			
<b>Attachments</b>	<i>[ GIS data of Network Elements accepted for service ]</i>		
	<i>As-Built Drawings for the implemented part, Route Maps, Manhole Types</i>		
	<i>Updated Duct Space Records</i>		
<b>Ooredoo contact person</b>	Name:	Position:	
	Mobile:	Email:	



**Appendix 9: Blockage Removal Request Form and Revised Blockage Removal Form**

<b>Blockage Removal Request Form</b>			
<b>For OLO use only</b>			
<b>Date of submission</b>	Day:	Month:	Year:
<b>OLO reference number</b>			
<b>Type of Blockage</b>			
<b>Attachments</b>	<i>[ List of names, addresses, GPS coordinates of Network E. that need clearance]</i>		
<b>OLO contact person</b>	Name:	Position:	
	Mobile:	Email:	

**Revised Blockage Removal Request Form**

<b>Revised Blockage Removal Request Form</b>			
<b>For the OLO use only</b>			
<b>Date of submission</b>	Day:	Month:	Year:
<b>OLO reference number</b>			
<b>Attachments</b>			
<b>Attachments</b>	<i>[ List of names, addresses, GPS coordinates of Network E. that need clearance]</i>		
<b>OLO contact person</b>	Name:	Position:	
	Mobile:	Email:	



Appendix 10: **Blockage Removal Response Form**

<b>Blockage Removal Response Form</b>			
<b>For Ooredoo use only</b>			
<b>Date received</b>	Day:	Month:	Year:
<b>Date of reply</b>	Day:	Month:	Year:
<b>Ooredoo reference number</b>			
<b>Type of Blockage</b>			
<b>Cost Assessment</b>			
<b>Forecast status</b>	<i>[ List of type, feasibility, date of removal per Network Element]</i>		
<b>Ooredoo contact person</b>	Name:	Position:	
	Mobile:	Email:	



**Appendix 11: Single Route Infrastructure Lease Form and Duct Infrastructure Lease Form**

<b>Single Route Infrastructure Lease</b>				
<b>Date of Agreement</b>	Day:	Month:	Year:	
<b>Ooredoo reference</b>				
<b>Route Detail</b>				
<b>Number of Network Elements Provided</b>	Total cable size (cm <sup>2</sup> ):		Total cable length (m):	
	Duct segments:		Pass through Manholes:	
	Sub-Duct segments:		Pass through Handholes:	
<b>Hosting Elements provided</b>	<b>MANHOLE</b>		<b>HANDHOLE</b>	
	Splice / Joint Box :		Splice / Joint Box:	
	Cable Coil Small: (<2m )		Cable Coil Small: (<2m )	
	Cable Coil Medium: (>2m ; <7 )		Cable Coil Medium: (>2m ; <7 )	
	Cable Coil Large: (>7 ; =<10m )		Cable Coil Large: (>7 ; =<10m )	
	<b>Additional Information</b>			
<b>Attachments</b>	<i>[ GIS data of Network Elements included in this order ]</i>			
<b>Contact Information</b>				
<b>Ooredoo contact person</b>	Name:	Mobile:	Email:	



## Duct Infrastructure Route Lease Form (for more than one element)

Duct Infrastructure Route Lease Form			
<b>Date of Agreement</b>	Day:	Month:	Year:
<b>Ooredoo #</b>			
<b>Approved PR #</b>			
<b>Approved ICAT #</b>			
Network Elements Provided			
<b>Network Elements Provided</b>	<i>As shown in the approved ICAT and the attached capacity calculation sheet</i>		
Additional Information			
<b>Attachments</b>	<i>Approved PR</i>		
	<i>Approved ICAT</i>		
	<i>Network Elements capacity Calculations sheet</i>		
Contact Information			
<b>Ooredoo contact person</b>	Name:	Mobile:	Email:
<b>OLO contact person</b>	Name:	Mobile:	Email:



## Appendix 12: **Property identification conventions**

The following labeling and identification conventions shall be observed by OLO when installing infrastructure in Ooredoo ducts:

1. All closures will have a metal property tag affixed, clearly identifying it as a OLO asset
2. All OLO owned ducts interconnected with Ooredoo infrastructure should have a metal property tag affixed, clearly identifying it as a OLO asset
3. All cables should be labeled with a unique alpha-numeric identifier, such identity number should commence with "OLO"
4. All labels should be clearly legible and of a material suitable for such applications



Appendix 13: **Network Elements Lease Termination form**

<b>Network Element(s) Lease Termination Form</b>			
<b>Date of Agreement</b>	Day:	Month:	Year:
<b>Ooredoo reference #</b>			
<b>Approved PR #</b>			
<b>Approved ICAT #</b>			
<b>Duct Infrastructure Route Lease Form #</b>			
<b>Provisioned Network Elements to be terminated</b>			
<b>Details of the Network Element to be terminated</b>	<i>Cable segments (and lengths)</i> <i>Cable coils</i> <i>Joint Closures</i>		
<b>Additional Information</b>			
<b>Attachments</b>	<i>Approved ICAT</i>		
	<i>Updated Network Elements Capacity Calculations sheet for ICAT</i>		
<b>Contact Information</b>			
<b>Ooredoo contact person</b>	Name:	Mobile:	Email:
<b>OLO contact person</b>	Name:	Mobile:	Email:

## Appendix 14: Landlord Consent Form

ومقر المستخدم النهائي D56 عن Ooredoo الملحق 15: موافقة المالك وعدم المسؤولية من قبل

لاستخدام المالك فقط			
التاريخ:	اليوم:	الشهر:	السنة:
OLO رقم مرجع			
عنوان مقر المالك			
اسم المالك			
يرجى إرفاق صورة عن البطاقة الشخصية القطرية وشهادة ملكية العقار وسند الملكية			
معلومات الاتصال بالمالك		رقم الجوال:	
الاتفاقية والإقرار الواجب توقيعه من قبل المالك			
[ سنقوم/ سيقوم بإجراء OLO أنا، [الاسم] مالك المقر الموجود في العنوان المذكور أعلاه في بداية هذا النموذج، أوافق وأقر بأن [اسم] أعمال معينة في المقر التابع لي، بما في ذلك على سبيل المثال لا الحصر الحفر والأعمال المدنية وسحب كوابل الفايبر وصيانته ("الأعمال")، وستكون هذه الأعمال مستمرة ومتكررة.			
OLO أنا، [الاسم] مالك المقر الموجود في العنوان المذكور أعلاه في بداية هذا النموذج، أوافق وأقر بأن الأعمال، التي يتم تنفيذها من قبل والمشار إليها في الفقرة (1) أعلاه، قد تتسبب بأضرار في المقر التابع لي وقد تتسبب في انقطاع خدمات الاتصالات المتوفرة في المقر ش.م.ق. Ooredoo التابع لي، بما في ذلك الخدمات التي توفرها			
أنا، [الاسم] مالك المقر الموجود في العنوان المذكور أعلاه في بداية هذا النموذج، أوافق وأقر بأنه في حال حدوث مثل ذلك الانقطاع أو المشار إليها في الفقرة (1) أعلاه، فإنني لأن أسعى للحصول على أي تعويض مهما كان OLO الضرر بسبب الأعمال التي يقوم بتنفيذها . Ooredoo، وأنتي لن أتقدم بأي شكوى، سواء كانت رسمية أو غير رسمية، ضد Ooredoo نوعه من			
توقيع المالك			
التاريخ:	اليوم:	الشهر:	السنة:



For Landlord Use Only			
<b>Date</b>	Day:	Month:	Year:
<b>OLO reference number</b>			
<b>Address of Landlord Premises</b>			
<b>Name of Landlord</b>			
<i>Include copy of QID, certificate of ownership of Premises or property deed.</i>			
<b>Landlord Contact details</b>			
Mobile:		Email:	
Agreement and Acknowledgement to be signed by the Landlord			
(i)	I, [insert name] Landlord of the Premises located at the address stated above in this form, agree and acknowledge that [insert OLO name] will be conducting certain work on my Premises, including but not limited to excavation, civil works, fiber pulling and fiber maintenance ('Works') and that such Works shall be on-going and recurrent.		
(ii)	I, [insert name] Landlord of the Premises located at the address stated above in this form, agree and acknowledge that the Works undertaken by the OLO referred to at (i) above may cause damage to my Premises and may cause disruption to any telecommunications services available on my Premises including services provided by Ooredoo Q.S.C.		
(iii)	I, [insert name] Landlord of the Premises located at the address stated above in this form, agree and acknowledge that, in case of such disruption and damage caused by the Works referred to at (i) above and undertaken by the OLO, I shall not seek to obtain compensation, damages or any indemnity whatsoever from Ooredoo and I shall not put in any complaint, whether formal or informal, against Ooredoo.		
Signature of Landlord			
Date	Day:	Month:	Year:



Appendix 15: Premises Provisioning Request Form

Premises Provisioning Request (PPR) Form			
For Access Seeker use only			
<b>Date of submission</b>	Day:	Month:	Year:
<b>Access Seeker reference #</b>			
<b>Name, address, GPS coordinates of route ends</b>	A-end:		B-end:
<b>Attachments</b>	<i>Approved AAR reference number</i>		
<b>Access Seeker contact person</b>	Name:	Position:	
	Mobile:	Email:	

For Access Provider use only			
<b>Date received</b>	Day:	Month:	Year:
<b>Date of reply</b>	Day:	Month:	Year:
<b>Access Provider Reference #</b>			
<b>Forecast status</b>	Approved <input type="checkbox"/>		Rejected <input type="checkbox"/>
<b>Attachments</b>	<i>[ Date for provisioning of Network Elements ]</i>		
	<i>[ If rejected; mention the reasons for rejection and specific areas of deficiency ]</i>		
<b>Access Provider Contact person</b>	Name:	Position:	
	Mobile:	Email:	

## Appendix 16: Bulk Premises Provisioning Request Form

Bulk Premises Provisioning Request (BPPR) Form			
For Access Seeker use only			
<b>Date of submission</b>	Day:	Month:	Year:
<b>Access Seeker reference #</b>			
<b>Attachments</b>	<i>[ Map of the area that the Access Request covers ]</i>		
	<i>Approved AAR reference number</i>		
<b>Access Seeker contact person</b>	Name:	Position:	
	Mobile:	Email:	

For Access Provider use only			
<b>Date received</b>	Day:	Month:	Year:
<b>Date of reply</b>	Day:	Month:	Year:
<b>Access Provider Reference #</b>			
<b>Forecast status</b>	Approved <input type="checkbox"/>		Rejected <input type="checkbox"/>
<b>Attachments</b>	<i>[ Date for provisioning of Network Elements ]</i>		
	<i>[ If rejected; mention the reasons for rejection and specific areas of deficiency ]</i>		
<b>Access Provider Contact person</b>	Name:	Position:	
	Mobile:	Email:	



**OOREDOO Q.S.C.**

**Reference Infrastructure Access Offer  
(RIAO)**

**ANNEX 2: Operational Procedures**

RIAO submitted by Ooredoo on 06 September 2015 as amended by CRA

(CRA 2015/09/14B)



## ANNEX 2: Operational Procedures

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## **1. General**

### **1.1 Overview**

The Operational Procedures Annex 2 sets out the procedures and processes, which govern the way in which the Parties and their Approved Contractors will access, use, maintain and repair the Provisioned Network Elements under the Agreement.

### **1.2 Scope**

This Operational Procedures Annex applies to management and use by the OLO of a Provisioned Network Element, including:

- (a) access to the Provisioned Network Element;
- (b) the inspection, installation, maintenance, upgrade and removal of Telecommunications Equipment at the Provisioned Network Element; and
- (c) procedures for reporting and rectifying damage to a Provisioned Network Element and equipment installed in or at Provisioned Network Elements.

### **1.3 Objectives**

The objectives of this Operational Procedures Annex are to:

- (a) minimise the risk of injury to persons by limiting access to Provisioned Network Elements to those employees, agents and contractors of each Party that are qualified to access Provisioned Network Elements ;
- (b) advise employees, agents and contractors of OLO of all permanent and temporary hazards present at Provisioned Network Elements;
- (c) ensure that the integrity of Provisioned Network Elements is not compromised;
- (d) minimise the risk of damage to Telecommunications Equipment and interruption to telecommunications services provided at the Provisioned Network Elements;
- (e) establish procedures and processes that apply to OLO when accessing, maintaining and repairing Provisioned Network Elements; and
- (f) maintain, to the greatest extent possible, good working relationships between the Landlord and OLO in relation to Provisioned Network Elements.

### **1.4 Compliance**

OLO is fully responsible for ensuring OLO's compliance with this Operational Procedures Annex where the requirements relate to OLO's obligations. OLO undertakes to ensure that any employees, agents or contractors that are given access



to a Provisioned Network Element by OLO are made aware of, and comply with, this Operational Procedures Annex.

Ooredoo is fully responsible for ensuring Ooredoo's compliance with this Operational Procedures Annex where the requirements relate to Ooredoo's obligations. Ooredoo undertakes to ensure that any employees, agents or contractors that are given access to an OLO Provisioned Network Element are made aware of, and comply with, this Operational Procedures Annex.

### **1.5 Variation of time limits**

The timeframes set out in this Annex 2 (Operational Procedures Annex) may be varied by mutual agreement between the Parties on a case-by-case basis (as appropriate) under the terms of the Main Body of the RIAO.

## **2 Related documents annexed to this Operational Procedures Annex**

The following documents are appended to, and form part of, this Operational Procedures Annex:

- (a) Access Notification Form – Appendix 1
- (b) Incident Report Form – Appendix 2
- (c) Diversionary Works Notice (DWN) Form – Appendix 3;
- (d) Diversion Provisioning Request (DPR) Form – Appendix 4;
- (e) Diversion Completion Notice - Appendix 5;
- (f) Diversionary Works Implementation Notice Form. – Appendix 6.

## **3 Maintenance**

### **3.1 Responsibility for repair, maintenance and capital replacement**

- (a) Subject to clause 8 of the main body of the RIAO, Ooredoo shall have responsibility for and shall, at its cost and expense, repair, maintain and, where necessary, replace the Ooredoo Network Elements except where such Network Elements have been damaged by OLO, in which case OLO shall either immediately repair at its own expense the Network Elements or promptly compensate Ooredoo for any repairs.
- (b) Subject to clause 8 of the Main Body of the RIAO, OLO shall have responsibility for and shall, at its cost and expense, repair, maintain and, where necessary, replace any OLO Infrastructure.
- (c) For clarity, and in accordance with the requirements of clause 7.3, where Ooredoo Network Elements are not provisioned in accordance with the Technical



Guidelines of Annex 8 and standards used by Ooredoo, to the extent that renders them unsuitable for use by the OLO, then Ooredoo shall be responsible for and shall bear all costs and expenses relating to the repair and replacement of any OLO Infrastructure that is damaged or adversely affected due to the Ooredoo non-compliance with Ooredoo Technical Guidelines and standards, except where the Ooredoo Network Elements were built to previous standards that may have been in operation and which may have changed over time to an extent that they differ to a significant extent to the current standards in operation. In such circumstances, Ooredoo will inform the OLO that such network elements are to a different standard and the OLO shall have the opportunity to utilize such network elements, or refuse the use of such network elements. Ooredoo shall supply evidence of when the Network Element was built and the relative compliance of it with relevant standards of the day.

### **3.2 Maintenance plans**

- (a) If Ooredoo undertakes maintenance, Ooredoo shall submit to OLO, on the first day of each month, an indicative planned maintenance program, setting out in detail the maintenance activities it intends to undertake over the subsequent 6 months that are in close proximity to or reasonably expected to affect the OLO Infrastructure. This will be over an automated information system feed that Ooredoo will link to the OLO if operational, otherwise such submission of information shall be done through regular correspondence. For the avoidance of doubt, where no maintenance is undertaken by Ooredoo this clause shall not be operate.
- (b) Where OLO undertakes maintenance, OLO shall submit to Ooredoo, on the first day of each month, an indicative planned maintenance program, setting out in detail the maintenance activities it intends to undertake over the subsequent 6 months on elements in the Ooredoo network. This will be over an automated information system feed that the OLO will link to Ooredoo if operational; otherwise, such submission of information shall be done through regular correspondence. For the avoidance of doubt, where no maintenance is undertaken by OLO this clause shall not be operate.

## **4 Provisioned Network Element access**

### **4.1 General**

- (a) OLO shall have access upon written authorisation provided by Ooredoo to any Provisioned Network Element under the terms of this Annex.
- (b) Access shall be granted and may be supervised for reasons including:
  - (a) inventory of assets deployed within those Network Elements;
  - (b) regular or unplanned maintenance of assets deployed within those Network Elements;



- (c) upgrades of assets deployed within those Network Elements;
  - (d) Site Surveys as specified;
  - (e) any other operational activity related to the assets deployed within those Network Elements which would occur within the natural operations of a passive network operator;
  - (f) deployment of OLO infrastructure.
- (c) Other reasons for granting Access may be agreed between Ooredoo and OLO.

#### **4.2 Request to Access Provisioned Network Elements**

- (a) If OLO wishes to access a Provisioned Network Element for any activity allowed under an Agreement, the OLO will submit a completed Access Request Form.
  - (a) Where access is required to carry out unplanned maintenance, (excluding emergency maintenance under clause 4.2(e), at least 24 hours prior to the proposed date of such access, Ooredoo will reasonably inform the OLO when such access will be possible. Note Ooredoo reserves the right to deny such access if the concerned network elements will be subject to provisioning activities by Ooredoo or any other third party at the requested time;
  - (b) Where access is required for any other purpose mentioned in clause 4.1(b), at least Five (5) Business Days prior to the proposed date of access.
- (b) The OLO must ensure that the Access Request Form submitted to Ooredoo Contains clear identification of the Provisioned Network Element, and:
  - (a) the purpose of the Accessing Party's proposed access
  - (b) date of requested access
  - (c) time of proposed access
  - (d) duration of proposed access
  - (e) reason for access
  - (f) contact information for a representative of the team that will carry out the Access.

The form shall be complete, accurate and not misleading in any way.

- (c) An Access Notification Form shall be required for the cases in Clause 4.1, and in particular for the following activities:
  - (a) Site Surveys (in accordance with Annex 1 – Clause 3.1):
  - (b) Acceptance of Network Elements (in accordance with Annex 1 – Clause 4.2):
  - (c) Implementation (in accordance with Annex 1 – Clause 4.3); and
  - (d) Interconnection of new Network Elements (in accordance with Annex 5).



- (d) Following submission of an Access Notification Form by the OLO in accordance with this clause 4.2, the OLO may access the relevant Provisioned Network Element and Ooredoo shall respond to the Access Request within two (2) Business Days. Ooredoo reserves the right to deny access at the specified time where either Ooredoo or another third party also seeks access to the same elements within the stated timeframe in the Access Request Form. Ooredoo shall inform the OLO when access will be granted. For clarity, access is allowed without confirmation and acknowledgements of the Access Notification Form if these are not delivered in the specified times.
- (e) Notification of emergency access
  - (a) If OLO requires emergency access to a Provisioned Network Element, the OLO will notify Ooredoo of such emergency access by telephone, followed by sending an e-mail to the e-mail address nominated by Ooredoo from time to time, that describes the nature of the emergency and the likely time and duration of the OLO's emergency access to the Provisioned Network Element. Emergency Access covers access where Ooredoo considers that it is reasonable in the circumstances to waive the provision to notify Ooredoo with 24 hours written notice of unplanned maintenance pursuant to clause **Error! Reference source not found.** Ooredoo shall complete its consideration of whether it is an emergency during the phone call, based on a pre-agreed list of emergency situations that the Parties will define and update from time to time and also based on reasonable opinions of the OLO's description of the requirement. The request of the OLO to access for restoring the services provided to the end users shall be part of the above list of emergencies. If the call cannot be answered then the OLO may consider there is agreement that it is an emergency. If agreement is not given then the access shall be as per unplanned maintenance.
  - (b) As soon as practicable after the emergency circumstances have ceased, the OLO will submit to Ooredoo a written report regarding such emergency access, including the following information:
    - (i) an Access Request Form (retrospectively completed in respect of such emergency access); and
    - (ii) such other details as may be reasonably necessary to provide Ooredoo with sufficient information about the emergency and any work performed to or in the Provisioned Network Element.
- (f) Access by both Parties at the same time
  - (a) If Ooredoo and other OLOs wish to access a Provisioned Network Element at the same time or at proximate times, the Parties will act reasonably and in good faith to co-ordinate access by each Party to that Provisioned Network Element.
  - (b) In such circumstances a Party that requires emergency access will take priority over a Party that does not require emergency access.
- (g) Compliance with Landlord's conditions



- (a) OLO must comply with any conditions that the Landlord may place on access to a Provisioned Network Element and of which OLO has been informed (whether by the Landlord or Ooredoo).
- (h) Supervision
  - (a) Unless expressly stated to the contrary, Ooredoo may choose to observe, or designate agents to observe on its behalf, access by the OLO to the Network Elements, and any charges for such activities shall be solely in accordance with Annex 4 (Pricing).
  - (b) Ooredoo may supervise access to the Network Elements by OLO in accordance with this Annex.
  - (c) The OLO may supervise Ooredoo's access to its own Network Elements in accordance with this annex where such elements are installed in or directly connected to the Ooredoo network.
  - (d) Ooredoo may elect, at its own discretion, to waive supervision of OLO's access to the Network Elements. Any election under clause 4.2 (h)a above, must be made within one (1) Business Day of the request to access and each Party acknowledges and there is to be no delay by Ooredoo in either making its election or in ensuring its Authorised Personnel or Approved Contractors are available to supervise such access by the OLO on the date, and at the time, access to the Provisioned Network Element has been requested.
  - (e) If either party does not inform the other of the requirement for supervision by the Party or its Approved Contractor within one (1) Business Day of the request for access being made then, if the access was already approved under the access request approval procedures then access is still permitted without supervision by Ooredoo.
  - (f) Any access by the OLO to Ooredoo Network Elements that involve physical manipulation or interaction with Ooredoo's Network Elements may be supervised by Ooredoo, and any charges for such activities shall be solely in accordance with Annex 4 (Pricing).
- (i) Facilitation of Access
  - (a) Ooredoo shall facilitate any permitted access for the OLO to the Provisioned Network Element.
  - (b) The OLO shall be escorted by Ooredoo security and safety staff in case of an Access request to a closed site that has restricted access such as areas within an Ooredoo building. Any such request shall be done in accordance with the rest of this clause 4.2 above.
- (j) Site Access Records
  - (a) OLO must keep and maintain accurate records of all of its activities performed whilst present at that Provisioned Network Element, including without limitation details of:
    - i) the OLO's Approved Contractor, if any, who accessed the Provisioned Network Element;



- ii) the work undertaken by the OLO whilst present at the Provisioned Network Element;
- iii) the time and date of such access;
- iv) any incidents which occurred whilst the OLO was present at the Provisioned Network Element in accordance with the form set out in appendix 2; and
- v) all communications and correspondence (if any) between the Parties or between that OLO and the Landlord relating to such access,

(collectively, the Access Records).

- vi) OLO must make the Access Records available to Ooredoo upon written request no later than three (3) Business days after the request is made by Ooredoo. Ooredoo must make its Access Records relating the work that related to OLO elements, available to OLO upon written request no later than three (3) Business days after the request is made by OLO.

### **4.3 General Access Regulations to closed sites**

(a) General provisions

- i The OLO representatives accessing Ooredoo premises as per 4.2(i) shall call Ooredoo NOC before and after the access.
- ii The OLO representatives accessing shall register each access in the log book inside the premise with access time details, purpose of the visit, and signature before leaving the site.
- iii No food or drinks are allowed inside any Ooredoo premises.
- iv The OLO representatives accessing the Ooredoo premises shall not interfere with any of the hosted equipment (racks, active equipment, etc.) other than the OLO's equipment.
- v The OLO representatives accessing the Ooredoo premises shall not interfere with any of the Ooredoo equipment like: air conditioners, circuit breakers etc.
- vi The OLO representatives shall remove any equipment or waste resulted from their work inside the premise.
- vii The OLO representatives shall immediately inform Ooredoo NOC with any abnormal behaviour if noticed in Ooredoo premises during their accessing period.
- viii The OLO shall be responsible to ensure that its representatives are complying with the above.



- (b) Breaches of physical access procedures
  - i In order to ensure compliance with the above General Access Regulation, both parties agree to sign a clearance form prior to entry and exit of the premises if such a form is made available by Ooredoo at the entry point.
  - ii Any breach to the Access Regulation will lead to the suspension of any Access Request until sanctions are taken against the staff or contactor who breaches the regulations including but not limited to banning the OLO's contractor from working on Ooredoo network.

## 5 As-built documentation

- (a) If OLO installs any Telecommunications Equipment at a Provisioned Network Element during the term of the Agreement, OLO must:
  - (a) produce new or updated as-built documentation for the Provisioned Network Element (including engineering drawings, photographs and any other documentation) which reflects the installation of such new Telecommunications Equipment; and
  - (b) provide a copy of such as-built documentation to Ooredoo.
- (b) Items (a) and (b) above to be completed and provided within five (5) business days of the completed installation. Where OLO has failed to provide such items, Ooredoo may, at its own discretion, suspend OLO access to the Provisioned Network Element until the required items are provided according to this Clause 5.

## 6 Landlord and Neighbour management

- (a) In respect of each Provisioned Network Element, OLO will use its best endeavours to maintain good relationships with the Landlord and the owners and occupiers of premises that are adjacent or reasonably proximate to the Provisioned Network Element (**Neighbours**).
- (b) The OLO acknowledges that Landlords or Neighbours may have certain restriction and/or requirements. Ooredoo shall take reasonable steps to inform OLO of such restriction and/or requirements. OLO shall be solely responsible for ensuring that its Subcontractors are made aware of such restriction and/or requirements and that its Subcontractors comply. Without limiting clause 6(a), Ooredoo shall notify OLO in writing of any specific restrictions or requirements imposed by any Landlords or Neighbours, and OLO will ensure that it does not cause any significant and unreasonable disturbance, damage or nuisance to the Landlord or Neighbours of any Provisioned Network Element. A non-exhaustive list of behaviour that may be considered to a breach of this provision includes:
  - (a) blocking the Landlord's or a Neighbour's access to their premises;
  - (b) littering;
  - (c) the use of offensive language; or



- (d) actions which are contrary to local customs, sensitivities and circumstances.
- (c) If OLO is aware or becomes aware of any particular concerns or sensitivities of the Landlord or Neighbours in respect of a Provisioned Network Element, OLO will use reasonable endeavours to advise Ooredoo of such concerns or sensitivities from time to time.
- (d) OLO must immediately notify Ooredoo if any of its employees, agents or contractors receives any complaints from a Landlord, Neighbour or third party regarding any actions or behaviour at or around any Provisioned Network Element.
- (e) OLO must take all reasonable precautions prior to and during any installation, maintenance or construction work at a Provisioned Network Element to minimise, to the greatest extent practicable, any disruption to the Landlord, Neighbours or third Parties.
- (f) OLO must ensure that they do not obstruct access to the Provisioned Network Element in any circumstances or the space within the Provisioned Network Element reserved for the exclusive use of Ooredoo.

## 7 Site Agent and Health and safety

- (a) Site Agent
  - (a) Before commencing any work at a Provisioned Network Element, OLO shall appoint an agent who will be responsible for all work undertaken by the OLO, including its contractors at that Provisioned Network Element (**Site Agent**).
  - (b) For clarity, the OLO shall comply with the provisions of 4.1 above prior to the work being carried out.
  - (c) The OLO acknowledges that:
    - i) the Site Agent is responsible for obtaining and securing the necessary access keys and authorization codes to enable the Accessing Party to access the Provisioned Network Element. For clarity, Ooredoo must inform the OLO of the processes required to obtain such keys and codes prior to the work being carried out.
    - ii) the Site Agent is responsible for ensuring that access keys and authorization codes provided to him or her are kept safe and secure and returned to the issuing Party (if applicable) within any requested timeframes.
- (b) Safety
  - (a) The OLO must ensure appropriate and adequate safety equipment is readily available at a Provisioned Network Element at all times including without limitation fire fighting and first aid equipment.



- (b) The OLO must provide all necessary safety equipment for all of its Approved Personnel in accordance with Annex 9.
- (c) Refusal of entry for technical, security or safety reasons

Ooredoo may refuse to allow any of the OLO's personnel, agents, or contractors to access a Provisioned Network Element where Ooredoo, in its reasonable discretion, considers it necessary for technical, security or safety reasons.
- (d) Electrical and mechanical equipment
  - (a) OLO must ensure that all electrical equipment (including without limitation power tools) and mechanical equipment (including without limitation lifting equipment) used by the OLO at a Provisioned Network Element is in good working order and complies with all applicable legislation (including without limitation in relation to testing and inspection) and are operated, at all times, in accordance with best industry practice and any applicable legislation.
  - (b) The OLO must ensure that all electrical tools used by the OLO at a Provisioned Network Element are either battery operated or be powered by an isolating transformer or a generator.
- (e) Fire hazards
  - (a) The OLO must ensure that all welding or cutting equipment used by the OLO at a Provisioned Network Element is in good working order and complies with all Applicable Laws and is operated, at all times, in accordance with Annexes 8 and 9 (including without limitation ensuring that suitable emergency and firefighting equipment is readily available) and any applicable legislation.
  - (b) The OLO must ensure that where its personnel, agents or contractors use any welding or cutting equipment at a Provisioned Network Element, or undertake any other work or process that results in the generation of sparks or heat. The OLO must adopt and strictly enforce a "hot work" policy in accordance with best industry practice.
  - (c) The OLO shall not bring into or store at any Provisioned Network Element any combustible or flammable materials or chemicals without the express written permission of Ooredoo.

(f) Asbestos

If, during the course of access to a Provisioned Network Element, a Party finds any asbestos or any material that is suspected to be asbestos, then:

- (a) The party must immediately inform the other Party of such discovery; and
  - (b) Both parties must stop all work until the Parties have inspected the Provisioned Network Element and satisfied that it is safe for the Parties to continue such work..
- (g) Accidents and Emergencies



- (a) In event of an accident, emergency or serious threat of an accident or emergency at a Provisioned Network Element:
  - i) the Party that becomes aware of such event must immediately inform the other Party of such accident, emergency or serious threat; and
  - ii) The OLO must stop all work at the Provisioned Network Element and not enter the Provisioned Network Element until Ooredoo has inspected the Provisioned Network Element and is satisfied that it is safe for the Parties to enter the Provisioned Network Element and continue such work.
- (b) The OLO must ensure, before the OLO commences any work at a Provisioned Network Element that the OLO's personnel, agents or contractors at the Provisioned Network Element are able to:
  - i) contact emergency services; and
  - ii) Ooredoo

in the event of an accident or emergency at the Provisioned Network Element.

- i. The OLO must ensure that:
  - (a) a first aid box is available at all times whilst any work is being performed by OLO at the Provisioned Network Element; and
  - (b) all personnel, agents, and contractors of the OLO are aware of the location of first aid box and the appropriate method of contacting emergency services and relevant parties.
  - (c) Ooredoo or its supervisor may suspend any OLO activities where OLO has failed to comply with the provisions stated at clauses 7(i)(1) and 7(i)(2) above.

## 8 Damage

- (a) Pre-work inspections & Damage
  - (a) Prior to commencement of any work at a Network Element, the OLO must first inspect the Network Element in presence of Ooredoo supervisor if present and the equipment installed at the Network Element for any damage.
  - (b) If a Party detects or becomes aware of:
    - i) any damage to the Network Elements or the Cables or other equipment of the other Party;
    - ii) a cut to the Cable of the other Party;
    - iii) damage or a cut to its own Cables or equipment; or
    - iv) an accident, emergency or serious threat of an accident or emergency in respect of the Network Elements, the Cables or equipment

then that Party (Noticing Party) must:



- i) immediately inform the other Party and describe the location and nature of the damage (**Damage Notice**); and
  - ii) in the event under clause iv) above, the concerned party should inform the emergency services, where relevant, and the other Party.
- (a) Each Party may (jointly or independently) immediately implement a temporary solution to remedy the cut or damage, and to restore services, to the extent possible (Temporary Solution)
  - (b) Each Party is responsible for bearing its own costs in respect of the implementation of the Temporary Solution.
  - (c) To gain access to the Network Elements to implement the Temporary Solution:
    - i) if emergency access is required to a Network Element, the OLO will request emergency access to the Network Elements in accordance with clause 4.2(e); and
    - ii) if access by both Parties is required, access to the Network Elements will be determined in accordance with clause 4.2.
  - (d) Within five (5) Business Days of the date of the Damage Notice, the Parties will:
    - i) jointly attend and access the Network Elements to comprehensively assess the cut or damage and limit responsibilities regarding the damage; and
    - ii) bilaterally agree to a plan for the restoration of the Network Elements or Cables (as the case may be) (Restoration Plan); and
    - iii) if the parties are unable to agree on a Restoration Plan, Ooredoo shall determine a Restoration Plan in accordance with the provisions of clause 8(e) below.

This does not restrict the party from its right to proceed with alternatives that may remedy the situation.

- (a) Without prejudice to any right or remedy available to either party under the law or the Agreement, the OLO will:
  - i) implement any long term solution to restore its own Network Elements or Fibre Cables, in accordance with the terms of the Restoration Plan;
  - ii) bear its own costs in respect of restoring the Network Elements or Fibre Cables; and
  - iii) recover its own costs incurred in connection with restoring the Network Elements or the Cables from Ooredoo if proved that it is responsible for the cut or damage.
- (b) Responsibility for damage to the Network Element or equipment installed at the Network Element
  - (a) If OLO or its agents causes any damage to the Network Element or any damage to any of Ooredoo's equipment or any third party



installed at the Network Element or is otherwise responsible for such damage whilst accessing or undertaking any work at a Network Element, OLO must immediately notify Ooredoo and OLO will bear all costs and expenses associated with the repair of such damage at its own cost and expense.

- (b) Irrespective of which party is responsible for the cost, necessary maintenance work to rectify damage will be undertaken by:
    - i) the owner of the relevant Network Element in the case of damage to Network Elements; and
    - ii) the owner of any equipment installed at Network Elements that is damaged; and
    - iii) the party responsible for the damage shall bear the cost for necessary maintenance work to rectify damage subject to limitations of liability from damages as defined in the Main Body
  - (c) To the extent there is disagreement between the parties regarding responsibility for damage to a Network Element, the Parties shall not delay maintenance work required to rectify the damage to the Network Element and shall equally share the cost of repair, subject to the outcome of the resolution of such disagreement as per Article 17 of the main body of the RIAO, the Parties agree to then finally compensate each other.
  - (d) If Ooredoo, acting reasonably, considers that the maintenance work required to rectify the damage to a Network Element is likely to affect OLO's use of the relevant Network Element, Ooredoo:
    - i) will provide OLO an estimate of the time that Ooredoo will require to perform the necessary maintenance, including the estimated time needed to obtain any necessary approval from a third party (**Works Estimate**); and
    - ii) may provide access to alternative Network Elements to OLO, if possible.
  - (e) OLO may request changes to the Works Estimate and agree with Ooredoo on such changes which Ooredoo shall not unreasonably refuse.
  - (f) Ooredoo will commence maintenance work on the damaged Network Elements and associated facilities (but not on any equipment or infrastructure installed at a network element owned by OLO) as soon as reasonably practicable and subject to the timing of any third party consents, approvals, or permissions that may be required.
  - (g) Where Ooredoo reasonably determines that OLO's Fibre Cables pose an immediate risk of personal injury or significant property damage, it may, at OLO's cost, take any interim measure necessary to prevent such injury or damage, pending attendance by OLO to perform corrective works.
- (c) Removal and replacement of equipment installed at the Network Element



- (a) OLO must not interfere with any Telecommunications Equipment or other equipment installed or located at a Network Element except where OLO is expressly authorised to do so:
  - i) in writing by Ooredoo or relevant third party; or
  - ii) because the equipment belongs to OLO.
- (b) OLO must not remove any communications or other equipment, or any other property, installed or located at a Network Element which belongs to, is otherwise owned by Ooredoo or another third party, or shared with Ooredoo or any third Party except where OLO is expressly authorised to do so in writing by Ooredoo or relevant third party.

## 9 Environmental Impact

- (a) Each Party must at all times strictly adhere to any relevant environmental laws and regulations.
- (b) Each Party is liable for all costs, impact and clean-up in any way associated with any spillage, emission or any other environment discharge at a Provisioned Network Element caused by the Party.
- (c) Each Party must ensure that the Provisioned Network Element remains reasonably clear of waste and any hazardous material or substances. On completion of any work at the Provisioned Network Element, each Party will ensure that the Provisioned Network Element is left in a clean and tidy condition with all waste materials removed.

## 10 Prohibited Activities

The OLO must ensure that no liquor, illicit drugs, dangerous weapons or firearms shall be brought onto any Provisioned Network Element at any time by any of its Approved Personnel. Personnel must not be under influence of liquor or illicit drugs. Ooredoo reserves the right to report such personnel or Contractors to the relevant authorities.

## 11 Interference, impairment or degradation

- (a) No interference, impairment or degradation

Each Party must ensure, at all times, that the Telecommunications Equipment it installs and operates at the Provisioned Network Element does not interfere with or degrade or impair the operation or performance of any Telecommunications Equipment installed and operated by OLO, Ooredoo or another party at the Provisioned Network Element.

## 12 Remedy

- (a) Where Ooredoo, acting reasonably and in good faith, considers that:



- (a) the Telecommunications Equipment installed and operated by the OLO at the Provisioned Network Element is materially interfering with, degrading or impairing the operation or performance of any Telecommunications Equipment installed and operated by Ooredoo or another party at the Provisioned Network Element, then:
  - i) Ooredoo may immediately suspend the operation of such Telecommunications Equipment provided that Ooredoo gives the OLO notice of such suspension as soon as reasonably practicable after taking such action; and
  - ii) The OLO must undertake all actions necessary to remedy such interference, impairment or degradation or demonstrate that such interference, impairment or degradation is not being caused by the OLO's Telecommunications Equipment.
- (b) The suspension of the operation of Telecommunications Equipment will continue until such time as Ooredoo is reasonably satisfied that:
  - i) such interference, impairment or degradation has been remedied; or
  - ii) such interference, impairment or degradation was not caused by OLO's Telecommunications Equipment.
- (c) OLO will continue to be liable to pay Charges (if any) for the duration of such suspension.

### **13 Approved purpose**

- (a) The OLO shall not use a Provisioned Network Element, nor any rights or benefits granted under the Agreement in respect of a Provisioned Network Element for a purpose other than those defined by the rights granted pursuant to the terms of its public telecommunications license granted to the OLO by MICT.

### **14 Diversionary Works**

- (a) If as a result of any public or civil works proposed or being undertaken by any public or private authority authorised to do so in the State of Qatar, there is a requirement to remove or relocate Provisioned Network Element(s) (Diversionary Works), the party informed by the said authority will immediately inform the other party by email and set a meeting within a reasonable time to discuss the plan for such removal or relocation. In case the OLO is interested to continue using the diverted Network Element, Ooredoo shall inform the OLO of such diversion (Appendix 3)
- (b) Appendix 4 of this Annex shall be used by the OLO to Request use of diverted network elements if OLO desires to continue service from Ooredoo using the diverted elements. Once the implementation is agreed by Ooredoo, the OLO can start undertaking the work (Appendix 5).
- (c) Upon completion of the diversion, OLO shall complete the form in Appendix 6 of this Annex to inform Ooredoo within five (5) business days of completion.



## 15 Capacity calculation and Allocation and Technical Guidelines

- (a) OLO agrees and acknowledges that Annex 8 (Technical Guidelines and Annex 1 Section 3.5 Capacity Assessments and Allocation) sets out general principles as well as setting out the minimum technical standards that each Party is required to comply with in the performance of its respective obligations under this RIAO.
- (b) OLO agrees that the obligations under Annex 8 (Technical Guidelines) are material obligations under the terms of this RIAO.
- (c) If, as a result of not complying with the Technical Rules set out in Annex 8 (Technical Guidelines), the OLO or its Approved Contractor causes damage to the Provisioned Network Element, The OLO is responsible for all costs and expenses to rectify the damage to the Provisioned Network Element in accordance with clause 8 of this Annex.

## 16 Points of contact

- (a) Ooredoo
  - Name:
  - Position:
  - Address:
  
  - Tel.:
  - Mobile:
  - Fax:
  - Email:
  
- (b) OLO
  - Name:
  - Position:
  - Address:
  
  - Fax:
  - Email:
  - Tel:
  - Mobile:



**Appendices – Forms**

**Appendix 1 Physical Access Request Form**

	<p><b>Physical Access Request Form</b></p>	<p><i>[ Reference # ]</i></p>
<p><i>To:</i>  <i>[Name of Recipient]</i>  <i>[Ooredoo]</i></p> <p><b>Subject: Physical Access Request to Site</b> <i>[Site Number]</i></p>		<p><b>Date:</b> <i>DD/MM/YYYY</i></p>
<b>Proposed Access Details</b>		
<p><b>Site Details:</b> <i>[Name/location/Number]</i></p> <p>Name, phone number and email of the staff to access the network element</p> <p><b>Detailed purpose of Proposed Access:</b></p> <p><input type="checkbox"/> <i>Unplanned Maintenance</i></p> <p><input type="checkbox"/> <i>Planned Maintenance</i></p> <p><input type="checkbox"/> <i>Any Other Purpose:</i></p> <p><i>[Please Specify]</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>		
<p><i>Is request in accordance with Notice periods?</i> <input type="checkbox"/> <i>Yes</i> or <input type="checkbox"/> <i>No</i></p>		



*Is this form submitted for Emergency Access that has already occurred as per the Agreement?*

Yes or  No

**Time Window**

**Start and End Dates:** DD/MM/YYYY till DD/MM/YYYY

**Access Times:** between  
XX:YY AM and XX:YY PM

**Signature**

\_\_\_\_\_  
[Name of signatory]

[Date]



## Appendix 2 Incident Report Form

		<b>Incident Report Form</b>	<i>[ Reference# ]</i>
<b>Subject: Incident Report Form</b>		<b>Date: [DD/MM/YYYY]</b>	
<b>Site Details</b>			
<i>Name of Site:</i>			
<i>Address of New Site:</i>			
<i>Reference Number/Identifier of New Site (if any):</i>			
<i>GPS co-ordinates:</i>		<i>Latitude:</i>	
		<i>Longitude:</i>	
<b>Details of Incident</b>			
<input type="checkbox"/> <i>Death</i>		<input type="checkbox"/> <i>Landlord related issue/incident</i>	
<input type="checkbox"/> <i>Personal injury</i>		<input type="checkbox"/> <i>Third party related issue/incident</i>	
<input type="checkbox"/> <i>Property damage</i>		<input type="checkbox"/> <i>Other</i>	
<b>Further details / information</b>			



<b>Contact details for further information</b>
<i>Name:</i>
<i>Telephone Number:</i>
<i>E-mail:</i>
<b>Signature</b> <hr/>



### Appendix 3 Diversionary Works Notice (DWN) Form

<b>Diversionary Works Notice (DWN) Form</b>			
<b>For Ooredoo use only</b>			
<b>Date of submission</b>	Day:	Month:	Year:
<b>Ooredoo Reference #</b>			
<b>Date of proposed Diversionary Works</b>	Day:	Month:	Year:
<b>Existing Route affected by Diversionary Works</b>	A-end:		B-end:
<b>Provisioned Network Elements affected</b>	<i>[ List of all affected Provisioned Network Elements]</i>		
<b>Proposed Route for Diversionary Works</b>	<i>[ Comprehensive details to be provided, including proposed scope of Diversionary Works and all the details of the new network elements in the new route (including the DSRs)]</i>		
<b>Capacity available for relocation of the Provisioned Network elements</b>	<i>[Details of available Reserved Capacity from Ooredoo]</i>		
<b>Planned completion date of the new route</b>	Day:	Month:	Year:
<b>Contact Details of the contractor executing the road works for the new route</b>	Name:		Position:
	Mobile:		Email:
<b>Attachments</b>	<i>[any relevant details pertaining to the above sections to be included in detail here]</i>		
<i>Ooredoo confirm that Capacity is available and reserved in the new route to accommodate the relocated affected Network Element(s)</i>			
<b>Ooredoo contact person</b>	Name:		Position:
	Mobile:		Email:



## Appendix 4 Diversion Provisioning Request (DPR) Form

Diversion Provisioning Request (DPR) Form			
<b>For OLO use only</b>			
<b>Date of submission</b>	Day:	Month:	Year:
<b>OLO Reference #</b>			
<b>Approved PR#</b>			
<b>Approved ICAT#</b>			
<b>Existing Route affected by Diversionary Works</b>	A-end:	B-end:	
<b>Attachments</b>	<i>Alterations to the Network Elements as result of Diversionary Works</i>		
	<i>LLD</i>		
	<i>Roding Plan</i>		
<b>OLO contact person</b>	Name:	Position:	
	Mobile:	Email	
<b>For OLO use only</b>			
<b>Date received</b>	Day:	Month:	Year:
<b>Date of reply</b>	Day:	Month:	Year:
<b>Ooredoo Reference #</b>			
<b>Forecast status</b>	Approved <input type="checkbox"/> Having Material Inconsistency <input type="checkbox"/> Rejected <input type="checkbox"/>		
<b>Attachments</b>	<i>[ If not approved; mention the reasons for rejection and specific areas of deficiency ]</i>		
<b>Ooredoo Contact person</b>	Name:	Position:	
	Mobile:	Email:	



## Appendix 5 Diversionary Works Implementation Notice

### Diversionsary Works Implementation Notice (DWIN) Form

For OLO use only

<b>Date of submission</b>	Day:	Month:	Year:
<b>OLO Reference #</b>			
<b>Date of proposed Diversionary Works Implementation</b>	Day:	Month:	Year:
<b>Existing Route affected by Diversionary Works</b>	A-end:		B-end:
<b>Provisioned Network Elements affected</b>	<i>[ List of all affected Provisioned Network Elements ]</i>		
<i>Ooredoo confirm that the diversionary works implementation will be done in accordance to Clauses 6.5.2(b) and 6.5.3 of Annex 3 (Operations Manual)</i>			
<b>OLO contact person</b>	Name:		Position:
	Mobile:		Email:



## Appendix 6 Diversion Completion Notice Form

Diversion Completion Notice Form			
For OLO use only			
<b>Date of submission</b>	Day:	Month:	Year:
<b>Ooredoo Reference #</b>			
<b>Approved DPR# or DWIN#</b>			
<b>Completed Diversionary Works</b>	<i>[ Details of the completed Diversionary Works ]</i>		
<b>Attachments</b>	<i>[ GIS data of Network Elements accepted for service ]</i>		
	<i>As-Built Drawings for the implemented part, Route Maps, Manhole Types</i>		
	<i>Updated Duct Space Records</i>		
<b>OLO Contact person</b>	Name:	Position:	
	Mobile:	Email:	



**OOREDOO Q.S.C.**

**Reference Infrastructure Access Offer  
(RIAO)**

**Annex 3: Services**

RIAO submitted by Ooredoo on 06 September 2015 as amended by CRA

(CRA 2015/09/14B)



= **ANNEX 3: Services**

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## 1. General

- (a) This annex describes the services offered by Ooredoo under an Agreement based on the RIAO.
- (b) Pricing for these services is defined in Annex 4, Pricing.

## 2. Ooredoo Duct Access Service including Duct Interconnection

- (a) The service is to be ordered and provisioned in accordance with the process defined in Annex 1. Charges are defined in Annex 4.
- (b) A **Duct Access Service** provides space in Ooredoo ducts to enable laying of OLO's cables between any two points desired by the OLO and for which access to Ooredoo duct space is required and can be provisioned. For clarity, the Duct Access Service includes ducts and conduits which extend into either Single Dwelling Units (SDU) or Multi Dwelling Units (MDU).
- (c) **Duct Interconnection** may be required:
  - i to enable the OLO to make use of, and connect to the Duct Access Service. The Parties acknowledge and agree that the OLO may build its own duct infrastructure (OLO Duct Infrastructure) and that fiber cabling and other network infrastructure in the OLO Network may be connected with the OLO cabling in the Ooredoo's Network using the Duct Interconnection Service;
  - ii to enable OLO to connect a Third Party's duct infrastructure, where the Third party is a customer or another operator, with which the OLO has access and its own contractual relationship, with its own network or with Ooredoo's duct Infrastructure; or
  - iii when the OLO has leased a Network Element from Ooredoo, in order to avoid an obstruction or area of congestion; in this case, the OLO may install a duct segment adjacent to an existing Ooredoo Duct segment.

## 3. Ooredoo Facility Hosting Service

- (a) Space in Ooredoo Manholes, Hand-holes, joint boxes may be provided in conjunction with the Ooredoo Duct Access Service subject to the Facility Hosting Charges as detailed in Annex 4.
- (b) Based on the aggregate Route distance provisioned, 20 litres of space will be provided without additional charge (Included Facility Hosting Space) for every one kilometre of provisioned Route distance.



- (c) This allocation of Included Facility Hosting Space may be used at any location along any Duct Route leased by OLO under an Agreement based on this RIAO and as per Annex 8.
- (d) Any additional space that is allocated to OLO will be subject to Facility Hosting charges.
- (e) The volume of space subject to Facility Hosting Charges will be calculated on the basis of each litre or partial litre of space occupied by OLO infrastructure at each of Ooredoo's Facilities.
- (f) Total Facility Hosting Service charges will be calculated by summing up the charges due for each location.

#### 4. Supervision Services

- (a) The following tasks have charged supervision. This does not exclude the right of Ooredoo to supervise other tasks at its own discretion and without charge to the OLO.
  - i Site Surveys, but only where significant physical manipulation of Ooredoo network elements is required. For clarity, removal of manhole covers or entry to chambers does not require significant manipulations
  - ii Implementation (Annex 1 Section 5.3).
  - iii Blockage clearance by OLO.
  - iv Acceptance of Implementation (Annex 1 Section 5.4) – there *is* a need to inspect/supervise the installed elements and confirm the completion.
- (b) The OLO may carry out its tasks if it has followed the due processes in this RIAO, and where Ooredoo has either agreed in writing not to supervise or the supervisor does not attend. No fees to the OLO would be made in this case.
- (c) Supervision Services include supervising the OLO and/or its contractors.
- (d) In providing the Supervision Services, Ooredoo shall provide the necessary resources to perform its obligations required in an Agreement based on this RIAO, including fulfilling Service Levels (Annex 7).
- (e) All supervision under an Agreement based on the RIAO shall be charged on a time basis as provided for under Annex 4.
- (f) Supervision services and resulting charges will be deemed to have ceased in the event the supervised task ends.



## 5. Implementation Support Charges

- (a) In support of implementation activities described in Annex 1, Ooredoo will provide support at OLO's request. Such support may include the following services:
  - i Field Feasibility Analysis: surveying of a Duct Route to verify feasibility of installing fibre cable and other infrastructure specified in an Route Access Request and for which applicable charges will be made in accordance with Annex 4.
  - ii GIS Update: update of any GIS system by Ooredoo or supply of GIS information for the OLO to update its own GIS, by Ooredoo to reflect network infrastructure changes implemented by the OLO in compliance with the process described in Annexes 1 or 2, using As-Built Drawings supplied by the OLO.

## 6. Ad-Hoc Engineering Support Services

- (a) Ooredoo may provide ad-hoc expert support at OLO request.
- (b) Where provided, such services will be charged at the rate specified in Annex 4.
- (c) Transportation and miscellaneous expenses are not included in the rates for other services, except the Supervision Charge.
- (d) Transportation costs will be charged for all Implementation Support at the rates specified in Annex 4.
- (e) Miscellaneous expenses which have been approved in writing in advance by OLO will be charged in relation to the relevant service in accordance with the provisions of Annex 4.
- (f) Note: Ad-Hoc Request services, that require different SLAs than those provided in the RIAO may be agreed separately between Ooredoo and OLO including relevant commercial terms.

## 7. Blockage clearance Services

- (a) Blockage Clearance is the removal of a blockage of a Network Element encountered by OLO during the Implementation process; the following three types of Blockage Clearance are provided:
  - i Blockage Clearance, Category 1: clearance of a Duct blockage located under a Pavement Area;
  - ii Blockage Clearance, Category 2: clearance of a duct blockage located under a Minor Road;



- iii Blockage Clearance, Category 3: clearance of a duct blockage located under a Major Road
- (b) OLO may request, and Ooredoo shall provide this service without SLA.
- (c) Where provided, such services will be charged according to the method the defined in Annex 4.



**OOREDOO Q.S.C.**

**Reference Infrastructure Access Offer  
(RIAO)**

**ANNEX 4: Pricing**

RIAO submitted by Ooredoo on 06 September 2015 as amended by CRA

(CRA 2015/09/14B)



## ANNEX 4: Pricing

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## 1 General

- (a) Chargeable Services are those defined in Annex 3 – Services and pricing of Services are determined in this Annex 4 - Pricing.
- (b) Delivered Services and related installation and usage Charges shall be invoiced according to the principles defined in this RIAO and in particular according to the procedures defined in this Annex 4 - Pricing. The value of Charges incurred shall be calculated using the prevailing prices and the formulas as defined in Annex 4 - Pricing.
- (c) This Annex sets out the Charges (or principles for the calculation of the Charges) payable by OLO to Ooredoo in respect of access to the Ducts.
- (d) The Charges include:
  - (i) One-time, activity based Charges (the **Non-Recurring Charges**); and
  - (ii) Recurring Charges for access to Ducts (**Recurring Charges**).
  - (iii) The Charges include all taxes and surcharges.
- (e) All prices are given in Qatari Riyals (QAR).

## 2 Billing Cycle

- (a) All services will be billed on a monthly billing cycle.
- (b) Recurring Charges for services that commence part-way through a calendar month will be billed on a pro-rata basis for the initial, partial month that they are in service.
- (c) Recurring Charges for services with effective termination part-way through a calendar month will similarly be billed on a pro-rata basis for the final, partial month of service.
- (d) All recurring rental charges (for rental of Network Elements and Ooredoo's Facilities), and the Supervision Charge, will be billed in at the end of the month to which the charges apply.
- (e) All Non-Recurring Charges, such as implementation and support services, will be billed in arrears within 30 Business Days after the end of each calendar quarter.

## 3 Price Adjustments

- (a) The prices set out in this Annex 4 shall apply from the Commencement Date of the Agreement.



- (b) Price changes are subject to the rules and processes that are specified by the CRA.

#### 4 Ooredoo Duct Access Service

Monthly Recurring Charges for the use of Ooredoo Ducts in respect of which Ooredoo has issued an Implementation Acknowledgement are as per the table following:

Service	Description	Charge for 2015, 2016, 2017
Duct Access Charge	A Monthly Charge for use of Ducts	QAR 0.12 per cm <sup>2</sup> of duct cross sectional area per linear meter.

#### 5 Ooredoo Facility Hosting Service

Monthly recurring charges for the use of Ooredoo's Facilities are as per the table following

Service	Description	Charge for 2015, 2016, 2017
Facility Hosting Charge	A Monthly Charge for use of space in Ooredoo's Facilities	QAR 1 per liters or partial liter of facility space . First 20 liters of facility space per linear kilometer of route distance is provided without charge

#### 6 Supervision Charge

Charge for supervision of OLO activities:

Service	Description	Charge for 2015, 2016, 2017
Supervision charge	Charge for supervision/inspection of works by Ooredoo employees and contractors	QAR 375 per hour. Chargeable for all activities that require OLO physical access and/or manipulation of the Ooredoo network elements, and which are listed as such in Annex 1, 2 and 3 of the RIAO.



**7 Implementation Support Services**

The non-recurring services defined in Annex 1 (Service Implementation) and Annex 2 (Operational Procedures) are charged as follows.

Service	Description	Charge for 2015, 2016, 2017
Area Access Request Fee	<p>Charge for an Area Access Request as defined in Annex 1.</p> <p>For avoidance of doubts, the charge covers all the activities required in processing the Area Access Request included in Annex 1 performed by Ooredoo following an Area Access Request, with the exclusion of the activities for which charges are explicitly defined in this table.</p> <p>Note: this fees is not refundable.</p>	15,000 QAR per Area Access Request submitted to Ooredoo.
Route Access Request Fee  Ad Hoc Request	<p>Charge for a Route Access Request.</p> <p>For avoidance of doubts, the charge covers all the activities required in processing the Route Access Request. This applies only to Route Area Requests related to Areas for which an Area Access Request has been already submitted by OLO and approved by Ooredoo.</p> <p>The parties may negotiate charges for an Ad Hoc Request according to the specific requirements of the OLO</p>	.  <i>To be set according to the Outcome of this Consultation</i>
Field Feasibility Analysis	Survey by Ooredoo of a Duct Route to verify feasibility of installing fibre cable	QAR 375 per hour or part thereof.
Blockage clearance	Blockage clearance performed by Ooredoo following OLO request.	At documented cost incurred by Ooredoo.
Unsuccessful Blockage clearance	Unsuccessful attempt by Ooredoo to clear blockage	At documented cost incurred by Ooredoo.
GIS update	Update of GIS system in conformance with As -Built Drawings provided by OLO	QAR 375 per hour or part thereof.

**8 Ad-Hoc Support Charges**

<b>Service</b>	<b>Description</b>	<b>Charge for 2015, 2016, 2017</b>
Ad-hoc engineering support	Charge for expert support provided by Ooredoo at OLO request.  Transportation and misc. expenses are not included.	375/man-hour or part thereof.
Transportation charge	Charge for use of Ooredoo vehicles for OLO support.	QAR 150/vehicle/ day or part thereof.
Misc. expenses that have been agreed in advance with the OLO	Reimbursement of expenses incurred by Ooredoo when providing support to OLO.	Time and materials with full documentation provided to the OLO.



**OOREDOO Q.S.C.**

**Reference Infrastructure Access Offer  
(RIAO)**

**ANNEX 5: DUCT INTERCONNECTION**

RIAO submitted by Ooredoo on 06 September 2015 as amended by CRA

(CRA 2015/09/14B)



## SCHEDULE 5: DUCT INTERCONNECTION

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## 1 General

- (a) The Parties acknowledge and agree that OLO may build its own duct infrastructure and that OLO fibre-optic cabling and other network infrastructure in the OLO network may be connected with OLO cabling in the Ooredoo Network Elements
- (b) OLO duct infrastructure may be interconnected with Ooredoo Network Elements where:
  - i OLO desires to connect its Network Elements or a third party's Network Elements with Ooredoo's duct infrastructure. For the scope of this clause, a third party is defined as a party under the control of the OLO and so the OLO has full responsibility for all of the third party's elements as if it were the OLO's elements, including the general obligation to comply with this RIAO where they connect to the Ooredoo network; or
  - ii OLO has leased a Network Element from Ooredoo and, in order to avoid an obstruction or area of congestion, the OLO must install or upgrade a Network Element adjacent to an existing Ooredoo Network Elements and the OLO Network Element is required by the OLO to connect to the Ooredoo Network Elements.
- (c) Any activity pursuant to this Annex 5 may be subject to supervision and charges as defined in Annex 1 and 4.

## 2 Design and Request

### 2.1 Design

- (a) In designing the physical connection between the Ooredoo Network Elements and the OLO Network Elements, OLO will seek to optimize the design taking into account:
  - i existing environmental factors;
  - ii the need to ensure the physical safety and integrity of fibre-optic cabling and other physical infrastructure; and
  - iii any Ooredoo Technical Standards included in Annex 8 (Ooredoo Technical Guidelines).
- (b) When building a new duct, OLO may, subject to Annex 8 (Ooredoo Technical Guidelines), propose any technically feasible method in accordance with clause 2.1(a) for:
  - i installing new Network Elements to be interconnected to the Ooredoo network;



- ii upgrade an existing Ooredoo network element for the purposes of facilitating the interconnection;
  - iii installing new duct above the existing Ooredoo Duct;
  - iv installing new duct adjacent to the existing top Duct;
  - v other techniques or methods which are in compliance with Annex 8 (Ooredoo Technical Guidelines).
- (b) Where OLO elects to build its own duct to interconnect with an Ooredoo duct, joint box or manhole, OLO shall not be limited to one OLO built duct for such interconnection if technically feasible to build more. When building a new duct(s), OLO may propose any technically feasible method in accordance with clause 2.1(a):
- i installing new duct to be interconnected to the Ooredoo duct or Ooredoo elements
  - ii upgrade an existing Ooredoo network element for the purposes of facilitating the interconnection
  - iii installing new duct above the existing Ooredoo Duct; and
  - iv installing new duct adjacent to the existing top Duct.
- (c) When installing a new Joint-Box, OLO may propose any feasible method in accordance with clause 2.1(a), including:
- i installing the new Joint Box adjacent to an existing joint box and connecting the two Joint Boxes with duct/lead-in ducts;
  - ii installing the new Joint-Box over top of an existing Ooredoo duct and enabling access to the duct, in accordance with Annex 8, within the newly placed Joint Box. Any Joint-Box installed over top of an existing duct shall be considered Ooredoo property; or
  - iii Subject to Annex 8, rebuilding or upgrading the existing Joint-Box at OLO's own cost.

## **2.2 Interconnection Request**

OLO may place up to twenty (20) interconnection requests per month to Ooredoo's Network Elements. The maximum number of joint boxes to be interconnected to in one month shall not exceed fifty (50) and each interconnection request shall relate to points that are all located within the same Area and not scattered across the State of Qatar. An interconnection request requires submitting the following information:

- (a) Interconnection Request Form (as set out in Appendix 1);
- (b) Date of request, with a relevant reference number;



- (c) Design Proposal;
- (d) Project Implementation Plan;
- (e) Detailed drawings of the proposed interconnection;
- (f) List of OLO and Ooredoo network elements to be built/interconnected, including for each network element:
  - i if applicable, information on location of OLO's new network element;
  - ii if applicable, reference number of OLO's new network element;
  - iii reference number of Ooredoo's existing network elements that need to be interconnected; and
  - iv GIS coordinates for each of the Joint boxes, or other available location data.
- (g) Date from which construction of OLO's new network element or interconnection to Ooredoo's Duct Network is possible for OLO;
- (h) In the event a central portal has been established, the above information will be submitted via this central portal (as defined in Annex 1).

### **2.3 Ooredoo response**

- (a) Ooredoo shall respond to OLO's request for interconnection within five (5) Business Days of receiving a request by sending to OLO the Interconnection Response Form (as set out in Appendix 2) and indicating the preliminary status of the response, including the following:
  - i the date of request, reference number, and date of response;
  - ii list of Network Elements to be built/interconnected, including for each Network Element a reference number of each new Network Element;
  - iii statements if Ooredoo deems it necessary, and at the each Parties' own cost and expense, to conduct a compulsory Joint Site Inspection at the proposed interconnection points to determine whether the Interconnection Request is to be approved or rejected by Ooredoo;
  - iv alternatively, whether the Interconnection Request received from OLO will be processed by Ooredoo without the need of conducting a Joint Site Inspection.
- (b) If there is further information required, this shall be clearly defined by Ooredoo and the OLO will submit the amended request within twenty (20) Business Days. This amendment period will not result in the request being rejected or invalidated



pending the update. Ooredoo will review the further information within three (3) Business Days.

- (c) The Joint Site Inspection will be conducted to validate the information provided by the OLO in the Interconnection Request and must be completed within five (5) Business Days from the Ooredoo's response in 2.3(a) above. Upon completion of the Joint Site Inspection, Ooredoo shall provide:
  - i acknowledgement/rejection (as further specified in clause 2.4(a)) of interconnection;
  - ii date from which interconnection is possible, with that date being within fifteen (15) Business Days of the completion of the Joint Site Inspection.
- (d) In providing its response to the OLO, Ooredoo may take into consideration any Road Opening authorisations that the OLO may require to proceed to interconnection. Ooredoo reserves the right to object to any Road Opening application but this objection is subject only to the rules and procedures of the road opening processes, that show that such Road Opening is likely to constitute risks to Ooredoo's network. As the road opening is for Interconnection, the work will be close to or on Ooredoo network elements and this shall not be a reason to refuse the road opening, even if such refusals may be acceptable for other works that are independent of the Ooredoo network. The risks to the Ooredoo network are assessed under the interconnection assessment and not in the Road Opening where work that impacts the Ooredoo elements might normally be refused. The interconnection in this Offer shall be assessed entirely on the information supplied and the non-completion of any road opening authorisations is not relevant to the assessment within the Offer. This allows Ooredoo to specifically link Interconnection and Road Opening when the road opening is applied for and to make road opening assessments under the rules of the Road Opening procedures, but it does not allow refusal of Road Opening because 1) interconnection is not approved, or 2) because the road opening is for interconnection, and in addition interconnection cannot be refused because road opening was not approved.

#### **2.4 Rejection**

- (a) In case of rejection of the interconnection of a Network Element, Ooredoo shall:
  - i Provide specific and detailed and comprehensive reasons why interconnection is not possible, within ten (10) Business Days from the date the Joint inspection was undertaken or interconnection request was received by Ooredoo if no inspection was undertaken; and
  - ii Propose an alternative solution, which is functionally equivalent for the OLO if any solution is technically feasible and will be acceptable; and



- iii If no solution is technically feasible, the interconnection process will end subject to options under 2.3(f) below.
- (b) If the alternative proposal from Ooredoo under clause 2.3(a)ii is accepted by the OLO, the OLO will confirm its acceptance of the alternative proposal within (5) Business Days (Alternative Proposal Acceptance) and OLO shall revise the corresponding Interconnection Request and drawings within ten (10) Business Days otherwise the IR will be cancelled. Ooredoo will provide the OLO with the approved Interconnection Form (as per Appendix 2) within five (5) Business Days from the date of receipt of the Alternative Proposal Acceptance. Ooredoo will:
  - i allow the OLO to upgrade either the whole of, or that part of, the Network Element that is rejected and prevents the approval of the Interconnection Request by Ooredoo under clause 2.3 (a) subject to the Parties:
    - (A) agreeing the details of the proposed upgrade to the Network Element; and
    - (B) the timeframe for the upgrade to the Network Element.

## **2.5 Acceptance**

- (a) If Ooredoo allows the OLO to perform the upgrade in accordance with the terms of this Annex and Annex 8 (Ooredoo Technical Guidelines), the OLO will own any new built Ducts and/or Joint Boxes except as provided at clause 2.1(c)(ii) above; and
- (b) Ooredoo will remain the owner of any upgraded/re-built Joint Boxes upgraded/re-built by the OLO. If OLO does not agree with Ooredoo's final response (or the preliminary response that is deemed final), it may refer the matter for resolution in accordance with the Resolution of Dispute Process in Clause 23 of the main body of the RIAO
- (c) In case Ooredoo fails to respond to the Interconnection Request submitted by the OLO within the required time frame, the Interconnection Request shall be deemed to have been accepted by Ooredoo,

## **3 Implementation**

- (a) As a general condition of IR implementation after Ooredoo has approved the Interconnection Request in accordance with clause 2.3, a Approved Contractor, appointed by OLO, will, at OLO's instruction, carry out all construction and interconnection work described in the OLO's implementation plan within three (3) months of receiving the final approval. The work will be in accordance with Annex 2 (Operational Procedures);
- (b) The IR implementation plan should be submitted to Ooredoo for its acceptance;



- (c) OLO shall notify Ooredoo not less than five (5) Business Days in advance to start the interconnection implementation work.
- (d) Any work done by OLO or its subcontractors should be done in compliance with Ooredoo Technical Guidelines (Annex 8). Ooredoo may supervise the construction and interconnection work carried out in line with the relevant clauses in Annex 1 and Annex 4 (pricing)
- (e) Except where expressly stated above, the OLO shall bear the cost of the construction of any new network elements.

#### **4 Acceptance**

- (a) Within ten (10) Business Days after finalizing any construction and interconnection work defined in this Annex, the OLO shall notify Ooredoo for the completion of interconnection work and provide Ooredoo with Completion Notice Form in Annex 1, including the As-Built Records.
- (b) Ooredoo and OLO shall undertake joint final inspection of the work according to the IR Implementation Plan utilizing a vendor from the list of Approved Contractors specified under the Agreement. OLO shall bear the vendor's costs with regard to the joint final inspection;
- (c) Ooredoo shall review the As-Built Records and respond within five (5) Business Days of receipt of such with an Acceptance Notice (in the form set out in Appendix 3) by either:
  - i acknowledging the completion of the construction and interconnection work by sending a written Acceptance Notice to OLO (as set out in Appendix 3);  
or
  - ii to the extent the As Built Records materially deviate from the relevant Interconnection Response Form, rejecting the completion of the construction and implementation work by sending a written rejection notice to OLO, which shall provide specific reasons for the rejection and specifications for the required corrective works to be undertaken by the OLO for the constructions to be accepted;
  - iii if no response is provided then acceptance is deemed to have been given.
- (d) Following acceptance of the completion of the construction and interconnection work by Ooredoo in accordance with clause 4(c)i, both parties shall update their own records and their GIS Systems.
- (e) In case of rejection of construction and interconnection work by Ooredoo in accordance with clause 4(c)ii OLO shall develop a new Project Implementation Plan and remedy the rejected construction and interconnection work in accordance with clause 3. The OLO will then re-submit the Completion Notice



Form as provided in Appendix 3 and the As-Built records to Ooredoo. Ooredoo shall respond within 5 Business days with its acceptance or rejection. The OLO shall not use any Network Element included in the interconnection process until a final approval is provided by Ooredoo of the Completion Notice and As-Built records.

- (f) If Ooredoo fails to issue its acceptance in accordance with clause 4(e) above without any justifications given as per its technical requirements, the OLO may refer the matter to Resolution of Dispute under clause 23 of the Main Body.



**Appendices: Forms**

**1 Interconnection Request form**

Interconnection Request Form			
For OLO use only			
<b>Date of submission</b>	Day:	Month:	Year:
<b>OLO reference number</b>			
<b>Attachments</b>	<i>[ List of Network Elements including information on location, OLO reference numbers, Ooredoo references numbers, dates from which construction is possible for OLO. ]</i>		
	<i>[Drawings of interconnection ]</i>		
	<i>[Design proposal ]</i>		
	<i>[Project implementation plan ]</i>		
<b>OLO contact person</b>	Name:	Position:	
	Mobile:	Email:	



**2 Interconnection Response form**

For Ooredoo use only			
<b>Date received</b>	Day:	Month:	Year:
<b>Date of reply</b>	Day:	Month:	Year:
<b>Ooredoo reference number</b>			
<b>Interconnection status</b>	<input type="checkbox"/> Approved		
	<input type="checkbox"/> Preliminary <input type="checkbox"/> Final		
<b>Attachments</b>	<i>[ List of Network Elements including OLO reference numbers, Ooredoo references numbers, acknowledgements, if applicable reasons for rejection, date from which interconnection is possible ]</i>		
<b>Ooredoo contact person</b>	Name:	Position:	
	Mobile:	Email:	



### 3 Acceptance Notice Form

For Ooredoo use only			
<b>Date received</b>	Day:	Month:	Year:
<b>Date of reply</b>	Day:	Month:	Year:
<b>Ooredoo reference number</b>			
<b>Implementation</b>	<input type="checkbox"/> Approved		
	<input type="checkbox"/> Rejected		
<b>Reasons for rejection (in case of rejection)</b>			
<b>Corrective works (in case of rejection)</b>			
<b>Ooredoo contact person</b>	Name:	Position:	
	Mobile:	Email:	



**OOREDOO Q.S.C.**

**Reference Infrastructure Access Offer  
(RIAO)**

**Annex 6: Dictionary**

**RIAO submitted by Ooredoo on 06 September 2015 as amended by CRA**

**(CRA 2015/09/14B)**



**Annex 6: Definitions**

**Contents**

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1 Defined terms..... 3



## 1 Defined terms

In the Agreement:

**Abandoned Access Request** means any request for access to Network Elements submitted by OLO where the processing of the same by Ooredoo would require further action to be taken by OLO and OLO fails to take any such further action within the required time frame as provided for in Annex 1 of this RIAO, including provision of information pursuant to a Further Information Request, is exceeded by thirty (30) calendar days.

**Access Records** has the meaning given to it in clause 4.2(j) of Annex 2.

**Area Access Request Fee** means the one off fee paid by the Access Seeker as stipulated in Annex 4

**Area Access Request Form** means the form set out in Appendix 1 of Annex 1.

**Area Access Request** has the meaning given to it in clause 2.2(a)(i) of Annex 1.

**Accessing Party** means a Party seeking to access a Provisioned Network Element.

**Access** means access to Ooredoo's passive duct infrastructure.

**Access Provider** means Ooredoo within the context of this RIAO.

**Access Request** is used when conditions and terms of the RIAO may be applied to both Area Access Request and Route Area Request.

**Ad Hoc Route Access Request** has the meaning set out in clause 2.4(e) of Annex 1.

**Affiliate** means, in relation to a Party, any other entity which directly or indirectly Controls, is Controlled by or is under direct or indirect common Control, with that Party.

**Annex** means an annex to the main body or Annex to the Agreement.

**Appendix** means an appendix to the main body or Annex to the Agreement.

**Applicable Laws** means all applicable law, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licences which are in force from time to time.

**Applicable Regulatory Framework** means all applicable law, enactments, regulations, regulatory policies, regulatory guidelines, industry codes, regulatory permits and regulatory licences which are in force from time to time.

**Approved Contractor** means the persons designated as such in Annex 1.

**Approved Materials List** has the meaning given to it in clause 8 of Annex 1

**Approved Purpose** means the purpose of implementing the Agreement by a Party duly exercising its rights or performing its obligations under the Agreement.



**As-Built Drawings** means the revised set of drawings submitted upon completion of work in respect of an Access Request, reflecting all changes made during the implementation process, and showing the exact dimensions, geometry, and location of all elements of the work completed.

**As-Built Records** has substantively the same meaning as As-Built Drawings, but may include data, records, tables or other information in addition to drawings.

**Authorisation** means an authorization issued by ictQATAR / Communications Regulatory Authority (CRA) or any successor or equivalent body with regulatory supervision of either of the Parties.

**Available Capacity** has the meaning given to it in clause 3.2(f) of Annex 1.

**Billing Period** means the period in respect of which either the Recurring Charges or the Non-Recurring Charges (that are applicable to and payable in respect of, access to the Network Elements and other services provided under the Agreement) may be invoiced by Ooredoo.

**Blockage Clearance Acceptance** has the meaning given to it in clause 7.3(h) of Annex 1.

**Blockage Clearance** means the process for removing a Blockage as set out in clause 7 of Annex 1 and defined in Annex 3.

**Blockage Clearance Report** has the meaning given to it in clause 7.2(e) of Annex 1

**Blockage Removal Authorization** has the meaning given to it in clause 7.2) of Annex 1

**Blockage Removal Authorization Request** has the meaning given to it in clause 7.2 of Annex 1

**Blockage Removal Proposal** has the meaning given to it in clause 7.3 of Annex 1.

**Blockage Removal Request Form** means the form set out in Appendix 9 of Annex 1.

**Blockage** has the meaning set out in clause 3.3(a) of Annex 1.

**Business Day** means a day on which banks are open for business in Qatar, excluding Fridays, Saturdays and official public holidays.

**Cancelled Access Request** means Access Request that has been explicitly cancelled in writing by the requestor

**Calendar day** means a period of 24 hours ending at midnight including weekends and public holidays.

**Capacity Constraint** means a constraint on the capacity of a Network Element for any of the reasons specified in clause 3.3(a) of Annex 1.

**Central Portal** has the meaning given to it in clause 5.2(a) of Annex 1.

**Charges** means both the Recurring Charges and the Non-Recurring Charges.



**Commencement Date** has the meaning given to it in clause 3 of the main body.

**Communications Regulatory Authority** means the authority regulating the telecommunications sector in the State of Qatar.

**Confidential Information** means all information relating to the Disclosing Party and its affiliates and their respective businesses and affairs, including information which relates to a Party or its affiliates' current or future services, business undertakings or opportunities, trade secrets, techniques, data, specifications, methods, techniques, processes, concepts, know how, studies, reports, forecasts, technology, software, programs, customer names or other technical or business material furnished by or on behalf of the disclosing Party to the Receiving Party or any of its representatives, regardless of the manner in which it is furnished, whether or not:

- (a) disclosed before or after the Commencement Date;
- (b) generated or made known to a Party in the course of carrying out the Approved Purpose;
- (c) designated as confidential; or
- (d) in material form.

**Collocation Service** the service offered by Ooredoo to OLO for the physical space, ancillary services (i.e. AC and Power), surveillance and other services, if feasible, as per OLO's request.

**Control** means that a person possesses directly or indirectly the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, by contract or otherwise and Controls and Controlled shall be interpreted accordingly.

**Damage Notice** has the meaning given to it in clause 8 Annex 2.

**Design Proposal** means a document providing a high-level, technical description of a proposed approach to modifying or extending a Duct network and/or related Network Elements.

**Desk Survey** has the meaning given to it in clause 2.5(e) of Annex 1.

**Desk Survey Information** means the information provided pursuant to a Desk Survey conducted in clause 2.5(e) of Annex 1.

**Disclosing Party** has the meaning given to it in clause 7.1(a) of the main body of the Agreement.

**Dispute Resolution Process** means the dispute resolution process set out in clause 14 of the main body of the Agreement.

**Duct Access Charge** means the charges for use by OLO of Ooredoo Ducts Access Service.



**Duct Access Service** provides space in Ooredoo ducts to enable laying of OLO's optical cables between any two points desired by the OLO and for which access to Ooredoo duct space is required and can be provisioned. For clarity, the Duct Access Service includes, but is not limited to, ducts and conduits which extend into either Single Dwelling Units (SDU) or Multi Dwelling Units (MDU).

**Duct** means an underground conduit used to house telecommunications cables. This include any Duct that is built, owned, leased and/or operated by Ooredoo regardless the diameters (for avoidance of doubts, D54 and D56 Ducts are also included).

**Duct Section** means the segment of a duct between two Joint Boxes, Manholes or similar structures.

**Due Date** has the meaning given to it in clause 5.3(b) of the main body.

**Duct Way.** This is the set of ducts that enter or leave a joint box or manhole. A duct way may be a single duct (in small JRC4 boxes) or 1x2 ducts in medium (JRC12) boxes or 2x2 in larger JRC 14 boxes. The duct ways on a box or manhole wall together form a **duct bank** that forms the **Duct Section** linking to another box or manhole. The maximum number of duct ways on a wall or in total within a box are defined by the technical standards or in this RIAO.

**Effective Capacity** has the meaning given to it in clause 3.2(b) of Annex 1.

**Emergency** mean a serious and unexpected situation requiring the immediate intervention and action of the OLO, failing which may result in outage,.

**Facilities** mean Joints Boxes, Manholes and Hand-holes.

**Failure Level** has the meaning given to it in clause 1.2 of Appendix 2 of Annex 7.

**Fibre Cables** means a cable comprised of a number of optical glass fibres, enclosed in a protective housing or jacket, which can be used to transmit large amounts of data at high speed using optical transmission technologies.

**Fixed Telecommunications Licence** means a licence for the provision of public fixed telecommunications networks and services in Qatar issued by ictQATAR or any successor or equivalent body with regulatory supervision of either of the Parties.

**Force Majeure Event** has the meaning given to it clause 11.1 of the main body.

**Further Information Request** has the meaning given to it in clause 2.3(c)(ii) of Annex 1.

**GIS** means the Geographic Information System.

**GIS System** has the meaning given to it in clause 5.3 of Annex 1.

**Good Industry Practice** means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would at that time be expected from a provider of infrastructure access and related services similar to the access and services to be provided by Ooredoo to OLO under the Agreement.



**Gross Capacity** has the meaning given to it in clause 3.2(b) of Annex 1.

**Hand-hole** means an underground chamber similar to a Manhole, but which is designed to be accessed from the surface.

**Highway Road** means all roadways, footways, verges, etc., over which the public has right of passage.

**Implementation Acknowledgement** has the meaning given to it in clause 4.5 (a)(i) of Annex 1.

**Implementation Completion Notice** has the meaning given to it in clause 4.4(h) of Annex 1

**Implementation** means the process by which OLO (or its Approved Contractor acting on OLO's behalf) shall deploy OLO infrastructure in one or more Ooredoo Network Elements as described in clause 4 of Annex 1.

**Incident Report Form** means the form set out in Appendix 2 of Annex 2.

**Indemnified Party** has the meaning given to it in clause 9.2 of the main body.

**Indemnifying Party** has the meaning given to it in clause 9.2 of the main body.

**Intellectual Property** means: (a) copyright, patents, database rights and rights in trade marks, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

**Interconnection Response Form** means the form set out in Appendix 2 of Annex 5.

**Inter-Working Group** has the meaning given to it in clause 14.5(a) of the main body of the Agreement.

**Invoiced Party** has the meaning given to it in clause 5.2(a) of the main body of the Agreement.

**Invoicing Party** has the meaning given to it in clause 5.2(a) of the main body of the Agreement.

**Joint Box** means an underground chamber, used to host Fibre Cables, joint closures, splitters and other telecommunications infrastructure.

**Main Body** means the main body of the Agreement.

**Maintenance Capacity** has the meaning given to it in clause 3.2(b)(iii) of Annex 1.

**Major Road** means primary, secondary, and district distribution Highway Roads, and any dual carriageways.

**Manhole** means an underground chamber used to host Fibre Cables, joint closures, splitters and other telecommunications infrastructure and installed along a duct route that enables



fibre cables to be installed in and withdrawn from the ducts and which gives access to the fibre cables for splicing and operations and maintenance purposes.

**Ministry of Municipality and Urban Planning** means the Qatar Ministry of Municipality and Urban Planning and any successor or replacement body.

**Minor Road** means local distribution and access Highway Roads, except where they are dual carriageways.

**Neighbour** has the meaning given to it in clause 6(a) of Annex 2.

**Network Element** means any Ducts, Joint Boxes and Manholes in Ooredoo's or OLO's Network, as appropriate.

**Network** means a public telecommunications network in Qatar.

**Noticing Party** has the meaning given to it in clause 8(a)(ii) of Annex 2.

**Ooredoo Duct** means a duct built, owned, leased and/or operated by Ooredoo regardless the diameters (for avoidance of doubts, D54 and D56 Ducts are also included).

**Ooredoo Network Element** means a Network Element owned by Ooredoo.

**Ooredoo Technical Standards** means the technical standards provided by Ooredoo to the OLO pursuant to an Agreement based on this RIAO and included in Annex 8.

**Operational Manual** has the meaning given to it in clause 2.4(a) of the main body of the Agreement.

**Operational Service Level (OSL)** has the meaning set out in Annex 7.

**Party** means a Party or the parties to the Agreement.

**Pavement Area** means the footpath or verge on the side of a Highway Road that is either un-surfaced, or surfaced with concrete tiles, blocks or pavers.

**Permitted Users** has the meaning given to it in clause 7.1(a)(i) of the main body of the Agreement.

**Project Implementation Plan** means a representation of project activities, milestones, timelines, dependencies, resources, deliverables and other elements, presented in a structured format.

**Provisioned Network Element** means a Network Element provisioned by Ooredoo in accordance with clause 4.1 of Annex 1.

**Provisioning Request** means a provisioning request for a Network Element submitted by OLO to Ooredoo in accordance with clause 4.1 of Annex 1.

**Physical Access Request Form** means the form set out in Appendix 1 of Annex 2.



**OLO Infrastructure and OLO Network Infrastructure** means any equipment, assets or other items that OLO has installed or accommodated in any Network Element in accordance with the Agreement.

**Receiving Party** has the meaning given to it in clause 7.1(a) of the main body of the Agreement.

**Rejection Notice** has the meaning given to it in clause 4.3(c)(ii) of Annex 1.

**Relationship Manager** has the meaning given to it in clause 13(a) of the main body of the Agreement.

**Relevant GIS Data** has the meaning given to it in clause 5.3(a) of Annex 1.

**Repeat Failure** has the meaning given to it in clause 1.8 of Annex 7.

**Reserve Capacity** has the meaning given to it in clause 3.2(d)(i) of Annex 1.

**Restoration Plan** has the meaning given to it in clause 8(d)(ii) of Annex 2.

**Road Opening Approval** has the meaning given to it in clause 7.3(c) of Annex 1.

**Route** means a continuous path of ducts.

**Route Access Request Fee** means the one off fee paid by the Access Seeker as stipulated in Annex 4 for each Route Access Request.

**Rule** has the meaning given to it in clause 14.7(b) of the main body (as may be applicable).

**Safety and Security** means the requirements pursuant to Annex 9

**Second Site Survey** has the meaning given to it in clause 3.1(h)(i) of Annex 1.

**Service Credit** means an amount calculated in accordance with Annex 7 in respect of a failure by Ooredoo to comply with one or more of the Service Levels.

**Service Deployment** has the meaning given to it in clause 5.1(c) of the main body of the Agreement.

**Service Levels** means the service levels set out in Annex 7.

**Single Route Infrastructure Lease Form** means the form set out in Appendix 11 to Annex 1.

**Site Agent** has the meaning given to it in clause 7 of Annex 2.

**Site Survey** means the physical surveying of Network Elements, Duct testing and rodding.

**Site Survey Results** has the meaning given to it in clause 3.1(f) of Annex 1.

**Taxes** means all taxes (including goods and services taxes), duties, levies, and other similar charges (and any related interest and penalties) however designated imposed under any law or regulation.



**Technical Feasibility** – defines when a solution is possible. A solution is feasible when it is technically practical and does not cause significant or unreasonable risks and complies with the technical standards that are in Annex 8 or as may be agreed in Technical Guidelines, but the solution need not be totally compliant with existing or past practices.

**Technical Guidelines** means the guidelines and standards included in Annex 8

**Telecommunications Equipment** means any telecommunications equipment or assets.

**Telecommunications Licence** means a Public Fixed Telecommunications Licence or Public Mobile Telecommunications Licence.

**Telecommunications** means the transmission, emission or reception of writing, signs, signals, images, sounds, data, text or information of any kind or nature by wire, radio, optical or other electromagnetic means of communications, or by any other telecommunications means.

**Telecoms Law** means Decree Law number (34) of 2006 of the State of Qatar.

**Temporary Solution** has the meaning given to it in clause 8 of Annex 2.

**Terminating Party** has the meaning given to it in clause 6.1(a) of the main body of the Agreement.

**Third-Party** any party other than licensees entitled to duct sharing.

**Updated Route Access Request Form** means the form set out in Appendix 2 to Annex 1.

**Usable Capacity** has the meaning given to it in clause 3.2(b)(iv) of Annex 1.

**Works Estimate** has the meaning given to it in clause 8(b) of Annex 2.

**Zone** means a zone as defined by the Ministry of Municipality and Urban Planning (MMUP) in Qatar.



**OOREDOO Q.S.C.**

**Reference Infrastructure Access Offer  
(RIAO)**

**ANNEX 7: SERVICE LEVEL  
GUARANTEES**

RIAO submitted by Ooredoo on 06 September 2015 as amended by CRA  
(CRA 2015/09/14B)



## Annex 7: SERVICE LEVEL GUARANTEES

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## 1 Introduction

- (a) This Annex sets out the Service Levels that Ooredoo must meet in the performance of its obligations in relation to the ordering and provisioning process set out in this RIAO and the Service Credits payable by Ooredoo for any failure to meet those Service Levels.
- (b) Service Credits shall be calculated in accordance with Appendix 1 of this Annex and recovered by the OLO in accordance with the main body of the Agreement.
- (c) The payment of Service Credits in accordance with the provisions of this Annex 7 shall constitute the sole financial remedy available to OLO as compensation for any failure by Ooredoo to meet the agreed service levels except if Ooredoo's failure to perform its obligations in accordance with the Service Levels is a result of fraud, gross negligence or wilful misconduct. This does not exclude additional remedies from the Resolution of Dispute under clause 23 of the Main Body.
- (d) Unless otherwise agreed between the Parties Service Credits shall be calculated monthly and paid in accordance with clauses 17 and 18 of the Main Body.
- (e) The mechanism for applying Service Levels and Service Credits is set out in Appendix 1.



## APPENDIX 1 – Service Levels

### 1 Operational Service Levels

- (a) The Service Levels are set out in the tables below.
- (b) Table 1 defines the Operational Service Levels (OSL) that Ooredoo commits to, and where these are not met a service credit may result.
- (c) Ooredoo commits to OSL for an end to end processes from the submission to completion of:
  - i. the Area Access Request (AAR). This process starts with the submission of an AAR and ends with the delivery of maps and relevant information to the OLO;
  - ii. the Route Access Request (RAR) to Implementation. This process starts with the submission of a Normal RAR and ends with the Implementation Acknowledgement sent by Ooredoo to the OLO;
  - iii. the Blockage Clearance. This process starts with the submission of a Blockage Clearance Request and ends with Ooredoo's Approval of the Request;
  - iv. the Interconnection Request. This process starts with the submission of a request for Interconnection and ends with the Inspection approving the implemented Interconnection.
- (d) The Operational Service Levels (OSL) excludes the time needed by Ooredoo to 1) wait for OLO to provide missing information and 2) execute an action following the failure from OLO to provide required information or any other failure. It also considers the parameters of Annex 1 regarding the quantities Ooredoo can handle for each process.
- (e) The OSL shall be calculated for any single request. For avoidance of doubts, any single request may generate a Service Credit if Ooredoo does not respect the Time Commitment.



Table 1

SLA	Process Type	Commencement Trigger	Completion Trigger	Time Commitment for Process (Business days)	Service Credits
1	AAR process	OLO submits <b>Area Access Request</b> . Annex 1	Ooredoo delivers maps and relevant information to the OLO  See annex 1 section 2.3	<ul style="list-style-type: none"> <li>●OSL: <b>20</b></li> <li>●FLO: &gt;20</li> <li>●FL1: &gt;22</li> <li>●FL2: &gt;24</li> <li>●FL3: &gt;26</li> </ul>	<ul style="list-style-type: none"> <li>●OSL: 0%</li> <li>●FLO: 10%</li> <li>●FL1: 20%</li> <li>●FL2: 35%</li> <li>●FL3: 50%</li> </ul> Credits are percentage of each access request fee
2	RAR	OLO submits Route Access Request	Implementation Acknowledgement sent by Ooredoo to the OLO	<ul style="list-style-type: none"> <li>●OSL: <b>38</b></li> <li>●FLO: &gt;38</li> <li>●FL1: &gt;41</li> <li>●FL2: &gt;45</li> <li>●FL3: &gt;49</li> </ul> The target time is defined by a weighted average for optional tasks plus the times of tasks that have to be conducted. The minimum possible time is 28 days and the maximum is 66.	<ul style="list-style-type: none"> <li>●OSL: 0%</li> <li>●FLO: 10%</li> <li>●FL1: 20%</li> <li>●FL2: 35%</li> <li>●FL3: 50%</li> </ul> Credits are percentage of annual duct rental in the RAR
3	Blockage clearance by OLO	OLO submits blockage clearance request  Annex 1 Section 8	Clearance request approval is sent by Ooredoo (does not include time for OLO to do the clearance)	<ul style="list-style-type: none"> <li>●OSL: 6.5</li> <li>●FLO: &gt;6.5</li> <li>●FL1: &gt;8</li> <li>●FL2: &gt;10</li> <li>●FL3: &gt;12</li> </ul> Approval of the clearance is 5 days  Above values are increased by 5 days if the clearance request required additional information. CRA assumes at most 30% require further information. So the	<ul style="list-style-type: none"> <li>●OSL: 0%</li> <li>●FLO: 10%</li> <li>●FL1: 20%</li> <li>●FL2: 35%</li> <li>●FL3: 50%</li> </ul> Credits are percentage of first year's duct rental in the RAR that requires the blockage clearance, where rental is based on the end to end rental of that



				target time is 6.5 days	duct segment in which the blockage existed
4	Interconnection Request	OLO submits interconnection request  Annex 5	Inspection approving the implemented Interconnection	<ul style="list-style-type: none"> <li>•OSL: 21</li> <li>•FLO: &gt;21</li> <li>•FL1: &gt;23</li> <li>•FL2: &gt;26</li> <li>•FL3: &gt;29</li> </ul> <p>OSL: Based on weighted sum of all tasks. Worst case time is 30 days if every additional tasks were required</p>	<ul style="list-style-type: none"> <li>•OSL: 0%</li> <li>•FLO: 10%</li> <li>•FL1: 20%</li> <li>•FL2: 35%</li> <li>•FL3: 50%</li> </ul> <p>Credits are percentage of first years duct rentals that make use of the Interconnection elements</p>



## APPENDIX 2 – Service Credits

### 1 Service Levels, Failure Levels

- (a) Ooredoo shall perform its obligations in accordance with the Service Levels set out in Table 1.
- (b) There is an operational service level (**OSL**) which defines the time required by Ooredoo to complete each process type. Each SLA also has four Failure Levels – FL- (FL0, FL1, FL2 & FL3). Each of these Failure Levels corresponds to a delay by a number of Business Days by Ooredoo in meeting the timeframes set out to complete a type of process as defined in Appendix 1.

### 2 Value of Service Credits

- (a) Each Failure Level has an associated financial value, (the **Base Financial Value**), calculated as a percentage of one years' Duct rental charge.
- (b) The Base Financial Value of each Failure Level shall be as below:

Failure Level	Service Credit (as percentage of 1 years' duct rental charge)
FL0	10%
FL1	25%
FL2	35%
FL3	50%

### 3 Remediation Plan

- (a) Where Ooredoo fails to achieve the OSL in three or more consecutive measurement periods of one quarter (a **Repeat Failure**), that includes 3 consecutive failures, OLO may serve notice on Ooredoo informing Ooredoo of that Repeat Failure and requiring Ooredoo to:
  - i. perform a root cause analysis of the Repeat Failure and report the results of that analysis to OLO within 10 Business Days; and
  - ii. prepare and submit to OLO an appropriate remediation plan specifying the measures Ooredoo shall take, at no additional cost to OLO, to remedy the Repeat Failure and ensure that it does not recur (a **Remediation Plan**). Ooredoo shall submit the Remediation Plan to OLO within 15 Business Days after receiving notice from OLO in accordance with this clause.
- (b) Ooredoo shall consider any comments that OLO may have on the Remediation Plan and shall implement it within 10 Business Days after receiving any such



comments including the comments from the OLO if they are feasible. The remediation plan shall be agreed within the framework of the joint-access committee.

#### **4 Escalation**

- (a) Without prejudice to OLO's other remedies for a failure by Ooredoo to meet the Service Levels, if a Repeat Failure persists for more than two measurement periods of one quarter (a **Serious Failure**), OLO may serve notice on Ooredoo requiring the authorised representative of Ooredoo to attend a meeting with OLO. Promptly following receipt of such a notice, the Ooredoo authorised representative shall attend a meeting with OLO to explain the cause of the Serious Failure and to specify the measures Ooredoo shall take to remedy the Serious Failure and to ensure that it does not recur.

#### **5 Cancellation of Access Requests**

- (a) If in relation to an Access Request, Ooredoo reaches FL3 for any of the processes above, OLO shall be entitled to cancel that Area Access Request without liability and without prejudice to its other rights and remedies.



**OOREDOO Q.S.C.**

**Reference Infrastructure Access Offer  
(RIAO)**

**ANNEX 8: Technical Guidelines**

RIAO submitted by Ooredoo on 06 September 2015 as amended by CRA  
(CRA 2015/09/14B)



## ANNEX 8: Technical Guidelines

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## 1. General

### 1.1 Purpose

- (a) The purpose of this Annex 8 is to include Technical Guidelines that are not included in other Annexes.
- (b) The parties agree and acknowledge that the Technical Guidelines provided under this Annex are intended to be general guiding principles and are not meant to replace the Ooredoo Technical Standards which shall be made available to the OLO upon signature of an agreement pursuant to this RIAO and shall supplement this Annex 8.
- (c) Where the Technical Guidelines in this Annex contradict the Ooredoo Technical Standards, the parties agree and acknowledge that the Technical Guidelines shall prevail.

### 1.2 Overriding Non-Discrimination Principle

- (a) The Parties acknowledge and agree that non-discrimination clause (cf. clause 4 of Part Two the Main Body) shall apply to the performance of all obligations by Ooredoo under this RIAO.
- (b) Non-discrimination clause places an obligation on Ooredoo to provide access to, and use of, Network Elements and Services, by the OLO, on the same timescales, terms and conditions and by means of the same system and processes, and includes the provision to OLOs of the same level of information regarding Network Elements, Services, systems and processes with the same degree of reliability and performance as it would provide to its internal Divisions when providing and/or managing the same.
- (c) This RIAO may define timescales, terms and conditions, processes information etc. that may differ from Ooredoo internal levels but these should not be worse than used by itself, so that the non-discrimination clause means that the internal service defines the minimum possible service that is supplied to the OLO.

## 2. Duct Capacity Calculation and Constraints

### 2.1 Duct Capacity

- (a) Duct Capacity is defined in Annex 1

### 2.2 Technical Rules Applicable to Duct Capacity

- (a) See Annex 1 for Duct Capacity definitions.



- (b) Any space created by the removal of Capacity Constraints, as defined in clause 3.4 of Annex 1 shall be treated as additional Available Capacity.
- (c) Available Capacity in a Network Element shall be determined as specified in this RIAO, first on a preliminary and non-binding basis using the results of the Desk Survey (if applicable) and finally by Site Surveys in accordance with Annex 1 (Service Implementation).

### **2.3 Capacity Constraints for Ducts**

- (a) Duct Capacity constraints are defined in Annex 1.

## **3. Facilities Hosting**

### **3.1 Capacity Calculations**

- (a) This section sets out the principles of calculating the volume occupied by the Ooredoo Network Elements and the Technical Guidelines to apply to Facility Hosting activities of the Parties.
- (b) The volume occupied by the OLO Network Elements shall be calculated as follows:
  - i. Joint Closures: a Joint Closure will be considered as a box (a rectangular prism or a cube). The volume of the Joint Closure will therefore be calculated as follows

$$\mathbf{V = L \times W \times D}$$

**Where:**

**V = volume, L = length, W = width and D = Depth of the Joint Closure**

- ii. The cable coil will be considered as a cylinder and its volume will therefore be calculated as follows:
 
$$\mathbf{V = PI \times r \times r \times h}$$

**Where:**

**V = volume, PI = 3.14 r = radius of the cable coil and h = height of the cable coil.**

- (c) Basic Rule: Irrespective of:
  - i. the type of the existing joint closures in the Joint Box/Manholes; and
  - ii. the number of the existing joint closures in the Joint Box/Manholes,
- (d) the OLO can install maximum of 2 joint closure in JRC-14 and JRC-12 Joint Boxes and one in JRC-4 subject to space availability. Ooredoo reserves the



right to book at least one joint closure irrespective of the type of Joint Box for known reserve capacity needs.

- (e) For a Joint Box larger than JRC-14 (i.e. Manholes), the OLO may install more than two Joint Closures subject to space availability.

### **3.2 Capacity Constraints for Facility hosting**

- (a) If there is no Available Capacity in the Joint Box, the OLO may:
  - i. upgrade the Ooredoo's existing Joint Box to higher structure; or
  - ii. build its own Joint Box and interconnect with the existing Ooredoo's Joint Box in accordance with 5 (Interconnection) and the Technical Rules set out in this Annex.
- (b) If the OLO elects to upgrade the existing Ooredoo's Joint Box to a higher structure, Ooredoo will provide (if required) the frame, cover and accessories for the New Structures as per Ooredoo Technical Guidelines included in this Annex. The ownership of the New Structures will be with Ooredoo. OLO may install its Joint Closure inside the New Structures at no cost or expense to Ooredoo.

## **4. Duct Infrastructure Upgrades and New Build guidelines**

- (a) Where Capacity Constraints are identified, as a general principle the OLO may elect one of the following Scenarios:
 

**Scenario 1:** Interconnecting the OLO's Duct route to Ooredoo's existing Joint Box without upgrading the Joint Box – see Annex 5, Appendix 1;

**Scenario 2:** Interconnecting the OLO's Duct route to Ooredoo's existing Joint Box by upgrading the existing Joint Box – see Annex 5;

**Scenario 3:** Upgrading the Duct route without upgrade to Ooredoo's existing Joint Box (by either adding more ducts adjacent to, or on top of, Ooredoo's existing Joint Box– see Annex 5; or

**Scenario 4:** Upgrading the Duct route, with upgrade to Ooredoo's existing Joint Box (by either adding extra Ducts to, or on top of, Ooredoo's existing Joint Box) – see Annex 5.

**Scenario 5:** upgrade the OLO's existing Joint Box to higher structure; or

**Scenario 6:** the OLO to build its own Joint Box and interconnect with the existing Ooredoo Joint Box in accordance with Annex 5 (Interconnection) and the Technical Guidelines set out in this Annex.
- (b) In performing the work in Scenarios 1 to 6 above, each Party shall comply with the Technical Guidelines set in this Annex.



- (c) In addition to the scenarios stated in clause 4(a) above, the OLO may, regardless of existing Ducts or the maximum number of Ducts on the A-side wall, interconnect 2 x D56 Ducts into the B-side wall of the Ooredoo Joint Box (JRC4 and higher structures).
- (d) The OLO shall submit an Interconnection Request in accordance with Annex 5 (Interconnection) for any required upgrade or interconnect scenario in clause 4(a) above.

For the avoidance of doubt the OLO should fix an identification plate in the box to indicate its ducts.

## 5. Joint Box Technical Rules

### 5.1 *The following are general principles applicable under this RIAO*

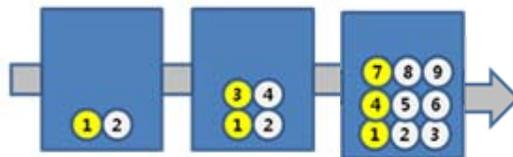
- (a) JRC-4: a maximum of 2 Duct ways (each 1 duct) may be interconnected by the OLO to the relevant Ooredoo Duct Infrastructure, subject to the following conditions being satisfied:
  - i. the total number of ways (existing and new) does not exceed 2 ways per wall and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex; and
  - ii. a minimum depth of 60cm from ground level is maintained at all times and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex.
- (b) JRC-12: a maximum number of 2 Duct ways (each 2 x1 ducts) may be interconnected by the OLO to the relevant Ooredoo Duct Infrastructure subject to the following conditions being satisfied:
  - i. additional duct ways may be added provided that the total number of duct ways does not exceed a maximum of 4 ways and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex; and
  - ii. irrespective of the number of ducts added, a minimum depth of 60cm from ground level is maintained at all times and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex.
- (c) JRC-14: a maximum number of 2 Duct ways (each 2 x 2 ducts) may be interconnected by the OLO to the relevant Ooredoo Duct Infrastructure subject to the following conditions being satisfied:
  - i. additional duct ways may be added provided that the total number of duct ways (existing and new) does not exceed a maximum of 6 ways and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex; and

- ii. irrespective of the number of ducts added, a minimum depth of 60cm from ground level is maintained at all times and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex.
- (d) In each of (a), (b) and (c) above:
  - i. where agreed by the OLO, interconnection in accordance with the above will be at no cost to Ooredoo;
  - ii. ownership of the Joint Box remains with Ooredoo; and
  - iii. ownership of the new Duct will remain with the OLO.

## 6. Bore numbering guidelines

### 6.1 *The following are general principles applicable under this RIAO*

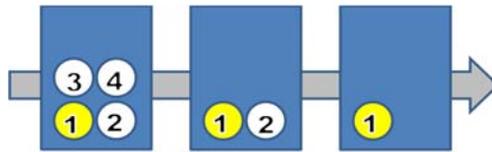
- (a) The Parties agree to follow the following guidelines:
  - i. To read (identify) the bore (or Duct) number in a duct bank inside a Joint Box or a Manhole, start from the "From Structure", and count from left to right and then bottom to top.
  - ii. The From Structure will be identified either:
    1. as specified by Ooredoo in the Duct Space Record document (DSR); or
    2. by looking at the Joint Box wall accommodating the Duct bank opposite the CO; or
    3. starting from the "A" end towards the "B" end as specified in the Provisioning Request; or
    4. following the cable laying direction.
- (b) The below diagram illustrates the numbering convention:



### ***Bore selection guidelines***

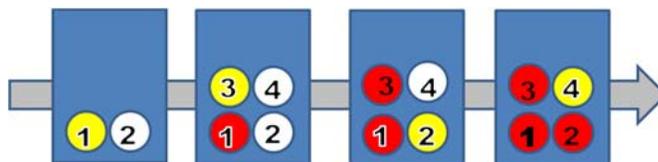
- (a) The Parties agree to follow the following guidelines:
  - i. start with bore number 1 and continue with the same bore while avoiding any bore shifting (i.e. crossings in the Joint Box) to the extent possible.

- ii. if bore number 1 is not available, select bore number 2 and continue with that same bore while avoiding any bore shifting to the extent possible.
  - iii. if bore number 2 is not available, select bore number 3 and continue with that same bore while avoiding any bore shifting to the extent possible; and
  - iv. continue with the remaining bores in numerical order.
- (b) The below diagram illustrates the bore selection rules:



**Bore shifting guidelines:**

- (a) The Parties agree to follow the following guidelines:
- (b) Bore shifting is permitted in the following circumstances, having read them first vertically and then horizontally:
  - i. the bore has more than 6 existing cables;
  - ii. the bore has a high volume of copper pairs (more than 400 pair);
  - iii. the bore has a blockage which cannot be cleared (i.e. a blockage under asphalt); or
  - iv. a new Joint Closure is introduced in the Joint Box.
- (c) The below diagram illustrates the bore shifting rules. Where the bores #1, #3, #2 and # 4 are used sequentially after each joint box.



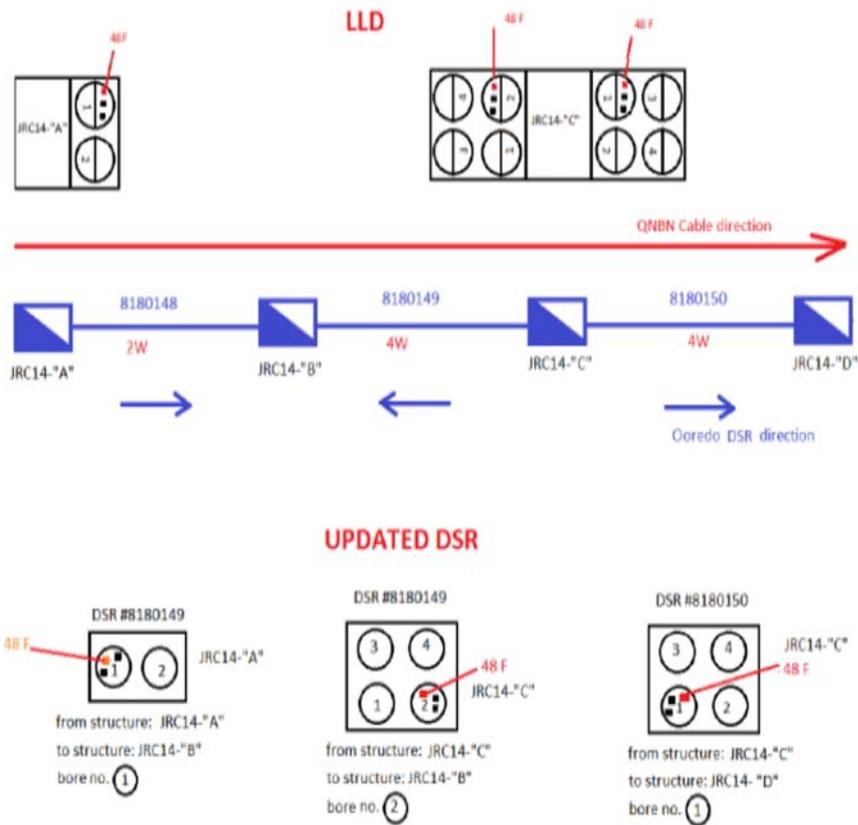
**Low Level Design (LLD)**

- (a) Below is a sample low level design implementing the above guidelines showing how a proposed Duct is meant to accommodate a cable selected:
  - i. bore numbers should be displayed in the design at structural detail level as shown (in sample LLD and updated DSR).

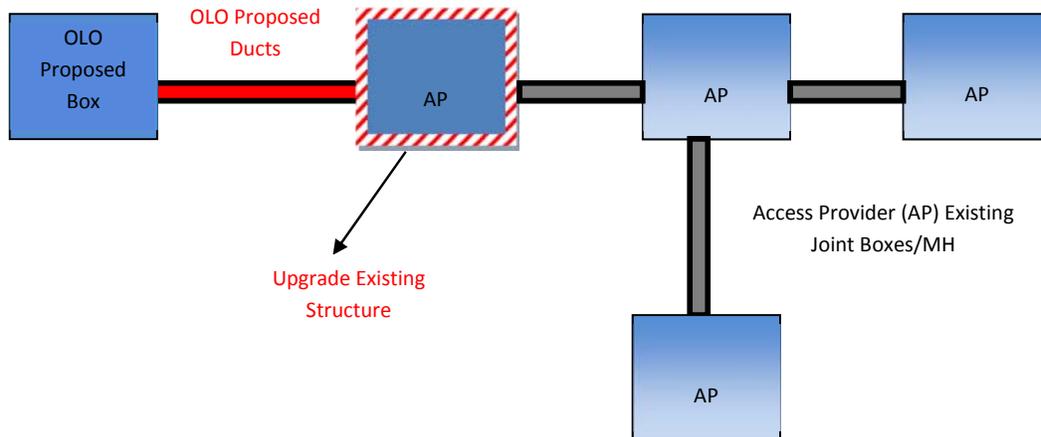


- ii. the number of bores should match with the number of ways displayed on related Duct span.
- iii. place the blue arrow below the DSR object ID (or Duct span) as the Ooredoo DSR direction (i.e. based on "From" and "To" structure in the Ooredoo DSR) as shown.
- iv. the cable should not stop in any structure without a loop or closure with a loop. If the cable is going to the end-user premises it should be shown in the design of the same.

(b) The diagram below illustrates the Low Level



## 7. Interconnecting the OLO's Duct route to Ooredoo's existing Joint Box with upgrade to Ooredoo's existing Joint Box



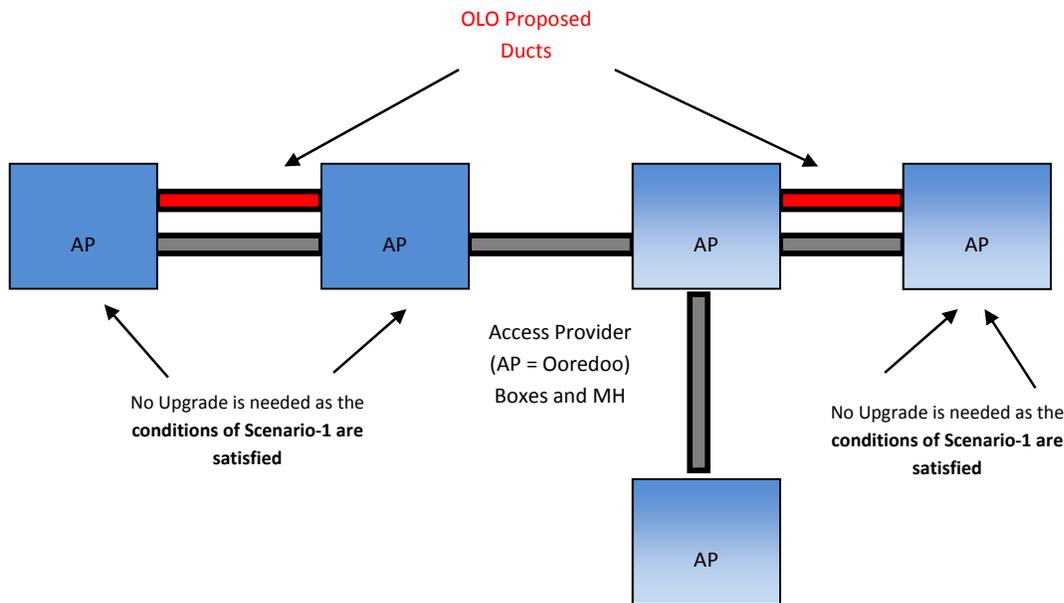
### 7.1 The following are general principles applicable under this RIAO

- (a) JRC-4: where the Joint Box has either:
  - i. insufficient space available to accommodate additional one way Ducts; or
  - ii. the inability to maintain the minimum depth of 60 cm from ground level, the OLO may upgrade the existing JRC-4 to JRC-12 in order to accommodate and interconnect the additional two way Ducts required by the OLO.
- (b) JRC-12: where the Joint Box has either:
  - i. insufficient space available to accommodate additional one or two way Ducts; and
  - ii. the inability to maintain the minimum depth of 606 cm from ground level, the OLO may upgrade the existing JRC-12 by rebuilding the Joint Box with the required extra depth or as JRC-14.
- (c) JRC-14: where the Joint Box has either:
  - i. insufficient space available to accommodate additional one or two way Ducts; and
  - ii. the inability to maintain the minimum depth of 60 cm from ground level, the OLO may upgrade the existing JRC-14 by rebuilding the Joint-Box with the required extra depth or upgrade the existing JRC-14 to a higher structure.



- (d) In each of (a), (b) and (c) above:
- i. Ooredoo will provide (if required) the frame, cover and accessories for the New Structures as per Ooredoo standards and the ownership to and of New Structures will be with Ooredoo. The cost for such equipment and accessories will be at OLO's cost.
  - ii. Ooredoo will continue to be responsible for any maintenance work in relation to the New Structure in accordance with the requirements of this RIAO;
  - iii. the Duct upgrade will be at no cost to Ooredoo; and
  - iv. the OLO may install its Joint Closure inside the New Structure.

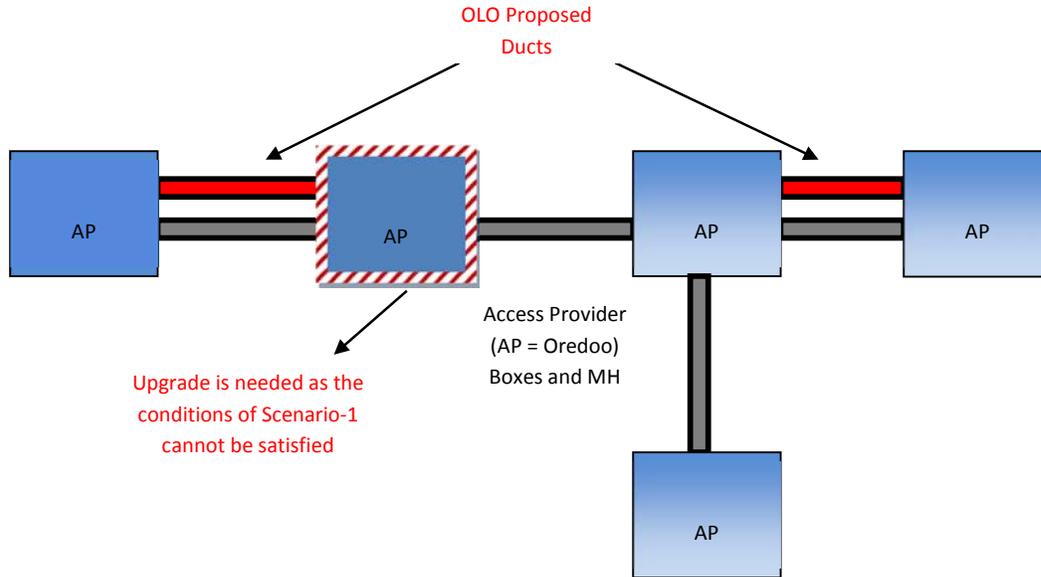
## 8. Upgrading Duct route without upgrading the Ooredoo existing Joint Box



### 8.1 The following are general principles applicable under this RIAO

- (a) If there is sufficient capacity available inside the Ooredoo Joint Box along the relevant route where the Ducts are to be upgraded, the OLO may upgrade the Duct route by adding more Ducts in the same manner as set out in Scenario 1 section 4 above, subject to a maximum of 2 way-Ducts being interconnected between the relevant Ooredoo Infrastructure subject to the following conditions being satisfied by Ooredoo:
  - i. additional duct ways may be added provided they are in conformity with the Ooredoo Technical Guidelines included in this Annex;
  - ii. the total number of duct ways (existing and new) does not exceed a maximum of 2 ways per wall for JRC-4, 4 ways for JRC-12 and 6 ways for JRC-14; and
  - iii. a minimum depth of 45cm from ground level is maintained at all times and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex.
- (b) In the above scenario:
  - i. the upgrade of the Duct route will be at no cost to Ooredoo; and
  - ii. the ownership to, and of, the upgraded Duct route will be with Ooredoo.

## 9. Upgrading Duct Route to with upgrading Ooredoo’s existing Joint Box



### 9.1 The following are general principles applicable under this RIAO

- (a) Subject to meeting the conditions as set out in Scenario 1, and as set out below in (b), if there is insufficient duct capacity available in an existing Duct route preventing the OLO from laying its Ducts, the OLO may upgrade the Duct route, either in full or in part (as required).
- (b) The following conditions must be satisfied:
  - i. the total number of ways (existing and new) shall be in conformity with the Ooredoo Technical Guidelines included in this Annex and does not exceed a maximum of 2 ways for JRC-4, 4 ways for JRC-12 and 6 ways for JRC-14
  - ii. regardless of the number of Ducts added, a minimum depth of 60cm from ground level is maintained at all times and shall be in conformity with the Ooredoo Technical Guidelines included in this Annex.
- (c) In the above scenario:
  - iii. the upgrade of the Duct route will be at no cost to Ooredoo;
  - iv. the ownership to, and of, the upgraded Duct route will be with the Ooredoo



- v. Ooredoo will provide (if required) the frame, cover and accessories for the New Structures as per Ooredoo Technical Guidelines included in this Annex and the ownership to, and of, the New Structures will be with Ooredoo;
- vi. Ooredoo will continue to be responsible for any maintenance work in relation to the New Structure in accordance with the requirements of this RPO;
- vii. OLO will be granted access to the upgraded Joint Box(es) to install its own Joint Closures, at no extra cost or expense to the OLO. For the avoidance of doubt, Ooredoo will charge the OLO even in the case the latter upgrade the box at its own cost;
- viii. OLO will be granted access to the upgraded Joint Box(es) to install its own Joint Closures, at no extra cost or expense to the OLO.



# **OOREDOO Q.S.C.**

## **Reference Infrastructure Access Offer (RIAO)**

### **ANNEX 9: Safety and Security Procedures**

RIAO submitted by Ooredoo on 06 September 2015 as amended by CRA  
(CRA 2015/09/14B)

This Annex contains safety and security procedure documents that an OLO and its contractors should use to authorize its activities on the Ooredoo network



1. Purpose/Objective

To establish and maintain a work permit system to ensure safe work practices related to all operations and activities that are associated with the identified significant hazards and risks and to prevent any untoward incident which may cause injury, ill health etc. at Ooredoo Qatar sites.

2. Scope

All work activities with identified significant hazards and risks which are carried out at Ooredoo Qatar sites. This includes work carried out by Contractors.

3. Work Instructions Extended Description

Si	Procedures
1	Prior to the start of any work on an Ooredoo Qatar site, a Project Advice Form is to be completed, signed and stamped by the Originating Party. The Originating Party will appoint the Performing Authority who will carry out the work. The Performing Authority can be either its own staff or an approved contractor.
2	The performing Authority is to request the Issuing Authority by means of the Project Advice Form that a Permit to Work (PTW) is required to be issued. The Issuing Authority is the Ooredoo Qatar Safety and Security Department. No other Department may issue a Work Permit (PTW).
3	All Safety Inductions, Risk Assessments, Method Statements (as required) and the nomination of a competent safety representative must be completed prior to requesting a Permit to Work (PTW) from the Ooredoo Safety & Security Department.
4	The Issuing Authority is to make an evaluation of the work to be carried out and determine whether the work is hazardous or not. The type of Work Permit (PTW) that is issued by the Issuing Authority is dependent upon the nature of the work to be carried out and risks (i.e.):
	<b>a) Permit A:</b> For all Cold works i.e., general construction/maintenance work such as painting, plumbing, carpentry etc that does not involve an activity where heat is used and generated.
	<b>b) Permit B:</b> For all Hot Works i.e., any activity where heat is used and generated, such as welding, flame cutting, soldering or grinding in areas where combustible materials or flammable vapour/atmospheres may be present.
	<b>c) Permit C:</b> For Work at Height, Mast & Tower Access, Confined



	Space Entry, Mechanical/Electrical Work, Excavation Work.
5	The Issuing Authority is to inform the Performing Authority about the hazards and risks of the work to be performed and any legal implications of not performing the work as per the requirements. After ensuring that the adequacy of the precautions that are to be taken to mitigate the risk are of an acceptable level, the Work Permit is issued.
6	The Issuing Authority will then issue the Work Permit after:
	a) Ascertaining that all the precautions are understood by the Performing Authority.
	b) Physically checking compliance with the Work Permit.
	c) Ensuring that Tool Box talk(s) have been conducted by the Performing Authority.
7	The Performing Authority having understood the hazard and risk(s) and the precautions that are to be taken is to sign the Work Permit to acknowledge their acceptance.
8	The Performing Authority nominates a competent safety representative to work at site as the responsible person to ensure that the work is done safely and to act as safety officer on site. The safety representative having understood the requirements is to sign the Work Permit in respect of acknowledging their responsibilities.
9	The original copy of the approved Work Permit is to be handed over to the Performing Authority by the Issuing Authority.
10	In the event of any change in location, change of employees performing the work or additional tasks the Work Permit will be revalidated as the hazard and risk will vary. A request is to be made by the Performing Authority to the Issuing Authority in this regard.
11	The Issuing Authority while inspecting the site for any non-compliance of procedures by the Performing Authority, reserves the right to cancel the Work Permit and the Permit is then deemed to be null and void. All work is to cease immediately and the Performing Authority is to vacate the site.
12	The Originating Party is responsible for inspecting the site and closing the Work Permit when the work is completed or the Work Permit is time expired.
13	On closure of the Work Permit it is to be handed over to the Originating Authority by the Performing Authority. The originating Party is to return the closed Work Permit to the issuing Authority.
14	Any non-compliance to this work instruction by the Performing Authority shall be deemed a non-conformance and an Incident Report is to be raised by the Issuing Authority and the same to be closed with the relevant recommendations/actions taken including updating of Operational control work instructions if necessary.



15	The Issuing Authority maintains a Work Permit Tracker to log details of the Work Permits issued with information such as Work Permit number, name of Performing Authority, date of issue, date of close and description of work.
----	--

- (a) Ooredoo shall complete the issue of all relevant permits and paper works within twenty four (24) hours of receipt of the relevant forms.
- (b) The time needed to Ooredoo for issuing the permits included in this Annex is not excluded from the calculation of the Operational Service Levels defined in Annex 7.
- (c) Permits shall be issued so that each may cover a range of tasks and locations.

4. Definition/Abbreviation

- a. **Originating Authority:** The Party which authorizes the work at the Ooredoo Qatar site(s).
- b. **Issuing Authority:** The Ooredoo Safety & Security Department representative who issues the work Permit on behalf of the work executing department.
- c. **Performing Authority:** The OLO or its Contractor engaged by the Work Executing Department.
- d. **Nominated Person:** Person nominated by the Performing authority to act as a Safety Officer at site.
- e. **Authorizing Person:** Ooredoo Safety & Security Department HSE Staff who is authorized to approve the Work Permit.
- f. **Cold Work:** Any work activity which does not supply sufficient heat or spark energy to provide a potential ignition source for a flammable mixture. This includes general construction and maintenance work, painting, carpentry, clean-up, etc. Hot work, working at height, tower & mast access, excavation or confined space entry are not classified as cold work.
- g. **Hot Work:** Work that causes or requires the use of open flames, arcs, sparks, or other forms of high temperature ignition sources that could initiate a fire or explosion. Examples of hot work include welding, burning, soldering, brazing, drilling, grinding, and abrasive blasting.



5. Forms



PROJECT ADVICE FORM			
Serial Number (To be inserted by Safety & Security Dept.): .....			
Part 1 - To be completed by <b>ORIGINATING PARTY</b>			
Performing Authority (OLO or its Contractor carrying out the work) :		Details of OLO Dept. originating Work:	
Contractor/Dept. Name:		Department/S ection:	
Work Location:		Location:	
Focal point:		Focal point:	
Contact No (Mobile):		Contact No (Mobile):	
E-mail:		E-mail:	
Duration of Work:	From:	To :	
Dates and Times of required Permit to Work (PTW)			
Work		Work	
start date:		start time:	
■ Work end date:		■ Work end time:	
Description of work:			
Originating Authority:		Performing	



Authority:

Part 2 - To be completed by OOREDOO SAFETY & SECURITY DEPARTMENT				
Checklist/Permit conditions				
Items	Y	N	Notes	
Safety Induction training carried out for all workers?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If No, PTW will not be issued	
Method Statement attached?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If No, PTW will not be issued	
Risk Assessment attached?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If No, PTW will not be issued	
Competent Safety Representative nominated?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If No, PTW will not be issued	
Permit classification	<input type="checkbox"/> A (Cold Works) <input type="checkbox"/> B (Hot Works)		<input type="checkbox"/> C (other hazardous work)	
		Print Name	Sign	Date
Issuer: I have reviewed the risk assessment and method of statement and agree that a safe system of work has been devised				
Receiver: I accept the condition of this permit, responsibility for the safe conduct of the work and special precaution to be taken.				

Additional information:



Part 3 - To be completed at close of work by <b>ORIGINATING PARTY</b>			
This permit has time expired <input type="checkbox"/>		Signature of Issuer: [ a t e : Time:	
Work is complete and permit canceled <input type="checkbox"/>			
Circulation:	Work site <input type="checkbox"/>	Safety & Security Dept . <input type="checkbox"/>	Originating Department <input type="checkbox"/>



Permit to Work B (Hot Works)

PERMIT TO WORK (PTW) No:	Work Order No. :	Location:		
Permit issued to Section/ Department/ Contractor:				
In the case of a Contractor – Name of OLO Department/ Section originating work:				
PTW Validity	Date From: ___/___/___ To: ___/___/___	Time From: ___:___:___ To: ___:___:___ Hrs.		
Welding	Brazing / Soldering	Flame Cutting	Grinding	Other (please specify):
Work / Task Description:				
Risk Assessment Attached:	No	Method Attached:	Statement Yes	N/A
Potential Hazards:				
Flammable Liquids / Materials Explosive / Toxic Gas Atmosphere		Confined Space Environment Dust / Particle Generating Activities		Other (please specify):



**Personal Protective Equipment (PPE) & Safety Equipment Required:**

What PPE / Safety Equipment is required to complete the work safely:

Hard Hat	Hearing Protection	Respiratory Protection	Fire Blankets
Safety Footwear	Protective Clothing	Welding Screens	Fire Extinguisher
Hand Protection (Welding Gloves)	<input type="checkbox"/> Eye / Face Protection <input type="checkbox"/> Explosion Proof Task Lighting	<input type="checkbox"/> Fall Arrest / Restraint	First Aid Kit
Other (please specify):			

**Type of Equipment to be Used:**

Electric arc welding Equipment	Electrical Spark Generating Equipment	<input type="checkbox"/> Particle / Dust Generated  <input type="checkbox"/> Other (please specify):
Oxy/Acetylene Equipment	LPG Equipment	

**Hot Work Precautions:**

Combustible Materials Removed a Distance of 10m	Electrical leads Placed Correctly	Firewatchers Assigned
Appropriate Standby Firefighting Equipment Provided	Safe Access & Egress Provided	<input type="checkbox"/> Welder Earthed to Work
Fire / Smoke Detectors Isolated in Vicinity of the Work	Adjacent Areas Inspected & Made Safe	Warning Signage Posted
Atmosphere tested for explosive / toxic gas	Barricades / Screens Erected	Fire Blankets Provided
Wet Down Non-Removable Combustible Items	Ventilation / Dust Extraction Units to	AC Units Isolated



Other  
(please  
specify):

be  
Us  
ed

**Note:** Fire protection detection equipment is **NOT** to be isolated by unauthorized or untrained persons. Approval is to be obtained from the Security & Safety department for isolation and reactivating the system.

Other Permits & Certificates Required?

<input type="checkbox"/> Third Party Test Certificate	<input type="checkbox"/> Staff Qualification Certificate	<input type="checkbox"/> Other permit / Certificate Required (please specify):
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Permit to Work B (Hot Works)

HSE Staff - Authorization	Performing Authority	Nominated Competent Safety Representative Working on site responsible for safety
<p>The Permit has been issued by a member of the Safety &amp; Security Department and all the control measures are in place. The above location has been examined and there are no combustible liquids, vapors, gases or dust. All combustible material has either been removed or suitably protected against heat and sparks. A person trained in firefighting will be standing by with an extinguisher/ hose reel/ fire blanket while the operation is in progress.</p> <p>I have personally checked the above conditions and consider it safe to carry out this work.</p>	<p>I understand and accept the above conditions and precautions. I accept responsibility for the work and ensure the persons under my control understand and comply with these conditions and precautions.</p>	<p>The following person has been nominated by the Performing Authority to remain on site as the competent safety representative for the duration of the work:</p> <ol style="list-style-type: none"> <li>1. In the event of their leaving the site an alternative must be nominated.</li> <li>2. The safety representative is to ensure that all combustible material has either been removed or suitably protected against heat and sparks.</li> <li>3. The safety representative is also to ensure that a man will be standing by with an extinguisher/ hose reel/ fire blanket while the operation is in progress.</li> <li>4. The safety representative is aware of the nearest alarm point/ telephone and has been told what to</li> </ol>



Name:  Employee No:  Signature:   Date/ Time: NB: Failure by the Performing Authority to follow the safety rules will invalidate this permit	Name: Employee No:  Signature:   Date/ Time:	do in the event of a fire. Name: :  Employee No: Contact telephone Number: Date/ Time: :
Extension if required (* See below):		
Extension to work required until:	Date: ___/___/___	Time From ___:___ Hrs To: ___:___ Hrs
Issuing Authority :  Name:  Signature:	Performing Authority:  Name :  Signature:	
Completion		
Performing Authority	Originating Authority	
I declare that the work has been properly performed and the site/ equipment/ plant/apparatus related to the work have been restored to a safe and clean condition.	The work area and all adjacent areas to which sparks and heat might have spread were thoroughly inspected on completion of the operation and 30 (thirty) minutes later no smoldering fires	



<p>Name:</p> <p>Employee No:</p> <p>Signature:</p> <p>Time and Date Work Stoppage/ Completed:</p>	<p>were discovered. All copies of the permit have been collected and all control measures removed. Name : Emplo yee No: Signat ure:  Date/ Time:</p>
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\* NOTE:

1. Any Permit extension needs to be approved by the Issuing Authority and accepted by the Performing Authority.



Permit to Work A (Cold Works)

PERMIT TO WORK (PTW) No:	Work Order No. :	Location:
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Permit issued to Section/ Department/ Contractor:

PTW Validity	Date From: <input type="checkbox"/> ___/___/___ To: ___/___/___	Time From: <input type="checkbox"/> ___:___ To: ___:___ Hrs.
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In the case of a Contractor - Name of OLO Department/ Section originating work:

Work/ Task Description:

Risk Assessment Attached: Yes	No	Method Statement Attached: Yes	No	/
-------------------------------	----	--------------------------------	----	---

Potential Hazards:

Slips & Trips Dust / Fumes <input type="checkbox"/> Hand / Eye Injury Manual Handling	<input type="checkbox"/> Excessive Heat / Noise <input type="checkbox"/> Flying Debris <input type="checkbox"/> Fall From Height <input type="checkbox"/> Struck by Vehicle / Mobile Plant	Hazardous Substances <input type="checkbox"/> Electrocutation / Shock / Burns <input type="checkbox"/> Struck by Falling Objects Other (please specify):
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Personal Protective Equipment (PPE) / Safety Equipment Required:

What PPE & Safety Equipment is required to complete the work safely:

Hard Hat Safety	High Visibility Clothing Hearing	<input type="checkbox"/> Eye / Face Protection <input type="checkbox"/> Respiratory	<input type="checkbox"/> First Aid Kit <input type="checkbox"/> Fire
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Footwear	Protection	Protection	Extinguisher
<input type="checkbox"/> Gloves or other Hand Protection	<input type="checkbox"/> Fall Arrest / Restraint	<input type="checkbox"/> Barriers & Signs	<input type="checkbox"/> Other (please specify):
<b>Type of Equipment to be Used:</b>			
<input type="checkbox"/> Abrasive Wheels / Disks	Electrical Generators	Mobile Crane	<input type="checkbox"/> Vehicles
<input type="checkbox"/> Bitumen Boilers	Electrical Power Tools	<input type="checkbox"/> Mobile Plant & Equipment	<input type="checkbox"/> Workshop Machinery
<input type="checkbox"/> Cartridge Operated Tools	<input type="checkbox"/> Flammable Liquids / Gases	<input type="checkbox"/> Pneumatic Tools	<input type="checkbox"/> Other (please specify):
<input type="checkbox"/> Compressed Gases	Hazardous Materials	<input type="checkbox"/> Power Operated Tools	
<input type="checkbox"/> Cutting / Welding Equipment	ME WP's	<input type="checkbox"/> Scaffolding / Ladders	
<b>Precautions to be Taken:</b>			
<input type="checkbox"/> Good Housekeeping Maintained	Suitable PPE provided & Worn	<input type="checkbox"/> Vehicle / Pedestrian Segregation	
<input type="checkbox"/> Hand / Power Tools in Good Condition	Staff Trained in Manual Handling	<input type="checkbox"/> Signs / Barriers Erected	
<input type="checkbox"/> Ladders / Access Equipment Suitable for the Work	Welfare Facilities Provided	<input type="checkbox"/> Other (please specify):	
<b>Other Permits &amp; Certificates Required?</b>			
<input type="checkbox"/> PTW B (Hot Works) No : _____	<input type="checkbox"/> PTW C No : _____	<input type="checkbox"/> Other permit / Certificates Required (please specify):	
<b>Issuing Authority</b>	<b>Performing Authority</b>	<b>Nominated Working on Site Responsible for Safety</b>	



		et y
<p>The Permit has been issued and all the control measures are in place.</p> <p>Name: Employee No: Signature: Date/ Time:</p>	<p>I understand and accept the above conditions and precautions. I accept responsibility for the work and ensure the persons under my control understand and comply with these conditions and precautions.</p> <p>Name: Employee No: Signature: Date/ Time:</p>	<p>The following person has been nominated by the Performing Authority to remain on site as Safety Officer for the duration of the work. In the event of their leaving the site an alternative must be nominated.</p> <p>Name: Employee No: Contact telephone Number:</p>
Extension (if required):		
<p>Extension to work required until:</p>	<p>Start Date: : / /</p>	<p>Time From : : Hrs To: : Hrs</p>
<p>Issuing Authority :</p> <p>Name: Signature:</p>	<p>Performing Authority:</p> <p>Name: Signature:</p>	
Completion		
<p>Performing Authority</p> <p>I declare that the work has been properly performed and the equipment/ plant/apparatus related to the work has been left</p>	<p>Originating Authority</p> <p>I have inspected the equipment/area related to the work. I declare that the particular work in this permit is complete and</p>	



in a safe and clean condition.

Name:

Employee No:

Signature:  
Time and Date Work  
Stoppage/ Completed:

the area is safe and clean. All  
copies of the permit have been collected and  
all control measures removed.

Name

:

Emplo

yee

No:

Signat

ure:

Date/

Time:



Permit to Work C

(Working at Height/Mast & Tower Access/Confined Space Entry / Mechanical/ Electrical Work / Excavation Work)

PERMIT TO WORK (PTW) No:		Work Order No. :		Location:	
Permit issued to Section/ BU/ Contractor:					
In the case of a Contractor – Name of OLO Department/ Section originating work:					
PTW Validity	Date From: ___/___/___		To: ___ / ___ /___	Time From :	To: ___:___ Hrs. ___:___ Hrs.
Workin g at	Mast / Tower A cc es s	Confin ed Space	Mechani cal /	Excav ation	<input type="checkbox"/> Other(speci fy)
Height		Entr y	Electrical Work	W or k	
Work/ Task Description:					
Risk Assessment Attached:	Y es	N o	Method Attached:	Statement Yes	N/A
Possible Hazards:					
<input type="checkbox"/> Fall of Persons / Materials		Excessive Heat Means of		<input type="checkbox"/> Collapse of Excavation Sides Striking Existing Services	
<input type="checkbox"/> Overturning / Collapse of					



Access Platform Lack of Oxygen <input type="checkbox"/> Poisonous Gas, Fumes or Vapours <input type="checkbox"/> Presence of Flammable Materials	Escape  Electrocuti on Electrical Burns Electrical Fire	Flooding of Excavation  Manual Handling  Other (please specify):
Personal Protective Equipment (PPE) Safety Equipment Required:		
What PPE & Safety Equipment is required to complete the work safely:		
<input type="checkbox"/> Hard Hat <input type="checkbox"/> Safety Footwear <input type="checkbox"/> Gloves or Other Hand Protection <input type="checkbox"/> Hearing Protection <input type="checkbox"/> High Visibility Clothing <input type="checkbox"/> Eye / Face Protection <input type="checkbox"/> Task Lighting	<input type="checkbox"/> Respiratory Protection <input type="checkbox"/> Barriers / Signage <input type="checkbox"/> Fall Arrest / Restraint <input type="checkbox"/> Rescue Trip / Winch	<input type="checkbox"/> Fire Extinguisher <input type="checkbox"/> Gas Detector <input type="checkbox"/> First Aid Kit Other (please specify):
Type of Equipment to be Used:		
<input type="checkbox"/> Abrasive Wheels / Disks Bitumen Boilers Cartridge Operated Tools  Compressed Gasses <input type="checkbox"/> Cutting / Welding Equipment Electrical Generators	<input type="checkbox"/> Electrical Power Tools <input type="checkbox"/> Flammable Liquids / Gasses <input type="checkbox"/> Hazardous Materials M E W P 's <input type="checkbox"/> Mobile Crane <input type="checkbox"/> Mobile Plant &	<input type="checkbox"/> Pneumatic Tools <input type="checkbox"/> Power Operated Tools <input type="checkbox"/> Scaffolding / Ladders  <input type="checkbox"/> Vehicles <input type="checkbox"/> Workshop Machinery Other (please specify):



Equipment			
Precautions:			
<input type="checkbox"/> Fall Arrest / Restraint Equip Provided <input type="checkbox"/> Working Platforms with Guardrails <input type="checkbox"/> Oxygen / Gas Monitoring Performed <input type="checkbox"/> Local Exhaust Ventilation Required	<input type="checkbox"/> Rescue Harness & Tripod Available Rescue Watcher Available <input type="checkbox"/> Signs / Barriers Erected Mechanical Isolation (LOTO)	Electrical Isolation (LOTO) Underground Services Identified Excavation Supported Other (please specify):	
Other Permits & Certificates Required?			
<input type="checkbox"/> Third Party Test Certificate	Staff Qualification Certificate	<input type="checkbox"/> Other permit / Certificate Required (please specify):	
Issuing Authority	Performing Authority	Nominated Competent Safety Representative Working on site responsible for safety	
The Permit has been issued by the Safety & Security Department and all the control measures are in place.  Name:  Employee No: Signature :	I understand and accept the above conditions and precautions. I accept responsibility for the work and ensure the persons under my control understand and comply with these conditions and precautions.  Name: Employee No: Signature:	The following person has been nominated by the Performing Authority to remain on site as the competent safety representative for the duration of the work : Name: Employee No:  Contact telephone Number:	



Date/ Time:	Date/ Time:	Date / Time :
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**[NON-CONFIDENTIAL]**

**CONSULTATION ON CRA'S AMENDMENTS  
TO OOREDOO'S RIAO**

Ooredoo Reference: OQ/Reg-4244/2015-10

**13 October 2015**



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## 1. Introduction and background

- 1.1 Ooredoo thanks the Communications Regulatory Authority (CRA) for the opportunity to submit comments on this important consultation.
- 1.2 Ooredoo is however concerned that the CRA is consulting again on the Reference Infrastructure Access Offer (RIAO). This is contrary to the published CRA plan and contrary to Ooredoo's expectations and is also significantly different from the process set out by the CRA for the approval of the Reference Interconnection Offer (RIO) and Reference Transmission Offer (RTO). Ooredoo does not understand why a different reference approval process applies for the RIAO as compared to the RIO and the RTO.
- 1.3 We refer to the CRA letters dated 25 January 2015 (Ref: CRA-RAC 15-006) and 05 February 2015 (Ref: CRA-RAC 15-015) ('CRA Letters') regarding Ooredoo's Reference Passive Offer (RPO) or RIAO (used interchangeably), wherein the CRA detailed the steps planned for the approval of Ooredoo's RIAO. We also refer to the subsequent CRA Order dated 04 May 2015, approving Ooredoo's RIAO subject to certain modifications being made ('Order').
- 1.4 Following the Order, Ooredoo has had a number of working sessions with the CRA, namely meetings on 11 June 2015, 29 June 2015, 6 July 2015, 13 July 2015 and last on 30 August 2015 ('Meetings'), in view of ironing out remaining areas of disagreement.
- 1.5 The Applicable Regulatory Framework provides no obligation on the CRA to subject a Dominant Service Provider's Reference Offers to public consultation. Article 51 of the Executive By-Law provides an obligation on the Dominant Service Provider ('DSP') to prepare such an offer for approval by the CRA and where the DSP fails to provide such offer, the CRA may require the DSP to adopt a reference offer as prepared or prescribed by the CRA. At no point does Article 51 require the CRA to submit such offer as prepared by the DSP to public consultation.
- 1.6 Notwithstanding the above, Ooredoo notes that the CRA Letters of 25 January 2015 and 05 February 2015 are addressed to Ooredoo QSC, QNBN and Vodafone Qatar QSC ('VFQ') and detail the process to approve Ooredoo's RIAO. Ooredoo also highlights that the CRA had already initiated public consultations on Ooredoo's RIAO on 12 June 2013 and on 17 December 2013. The CRA had already taken into account the submissions from the parties upon issuing the consultation on 17 December 2013.
- 1.7 Further comments were received from Ooredoo, QNBN and VFQ on 13 March 2014. The CRA subsequently admitted that the consultations issued in June and December 2013 were procedurally flawed and issued a new consultation on 05 February 2015. The CRA further confirmed that it received responses from both QNBN and VFQ and

reviewed all such responses prior to issuing a Response Document on 27 April 2015 (as confirmed in the CRA Order dated 04 May 2015).

- 1.8 Moreover, the Order of 04 May 2015 does not provide or indicate any further public consultation and only requires Ooredoo to modify certain aspects of its RIAO prior to submitting to the CRA for final approval. It is Ooredoo's reasonable and legitimate expectation that the RIAO to be submitted by Ooredoo, except for modifications in those specific areas where the Meetings did not result in an agreed position (and specifically which were not in accordance with the ARF), will be the one approved by the CRA.
- 1.9 Ooredoo considers that a further public consultation on the 'final' form of the RIAO constitutes a breach of due process and procedural fairness as well as a breach of Ooredoo's legitimate expectations as to the final form of the RIAO for the following reasons:
  - 1.9.1 Ooredoo considers that the new public consultation breaches Ooredoo's procedural legitimate expectations. A basis for procedural fairness is that *'when a public authority has promised to follow a certain procedure, it is in the interest of good administration that it should act fairly and should implement its promise, so long as implementation does not interfere with its statutory duty.'* As stated above, a public consultation on Ooredoo's RIAO is not a requirement pursuant to Article 51 of the Executive By-Law and therefore the CRA would not be in breach of its statutory duty by not undertaking one. Ooredoo also stresses that the Order of 04 May 2015 is more than a promise, it is a legal instrument issued under the ARF setting out the requirements for the approval of Ooredoo's RIAO and upon which Ooredoo has relied on and acted.
  - 1.9.2 Indeed, there is a material risk that aspects of the RIAO agreed between the CRA and Ooredoo pursuant to the Order and Article 51 of the Executive By-Law and the Meetings will be materially changed and result in a completely different RIAO to the one agreed with the CRA. This is not only a breach of Ooredoo's legitimate expectations but also a considerable waste of resources that have been dedicated to this RIAO over numerous months by Ooredoo.
- 1.10 Whilst the CRA may have a discretion to issue a further public consultation; in the exercise of its discretion, the CRA must ensure that it has taken into account relevant considerations and not used such a process arbitrarily and unpredictably. Ooredoo has highlighted that the CRA has issued numerous consultations on the RIAO dating from June 2013 and has received comments on multiple occasions from all relevant industry stakeholders. It is therefore an abuse of such discretion to issue a further public consultation, especially after an Order has been issued that brings the process for the approval of Ooredoo's RIAO to a close.

- 1.11 Ooredoo believes the CRA should consider Ooredoo's RIAO as has been discussed with the CRA to date, for approval.
- 1.12 Notwithstanding the above and without prejudice to any further action Ooredoo may take and in light of this new consultation, were the CRA to consider adopting an alternative RIAO to the one submitted by Ooredoo, then the CRA must upon completion of the consultation, and once the position of all stakeholders is made public, engage with Ooredoo for further discussions, with the aim to finalize the RIAO, as has been the case for the RIO and RTO. The CRA will recognize that the end to end process for the RIO and RTO proved to be successful, and should be a template for the RIAO also.
- 1.13 Moreover, Ooredoo shall contest any unilateral action by the CRA to impose any order relating to approval of the RIAO without further discussion with Ooredoo following the consultation results. Ooredoo is happy to engage in discussions in good faith and in a timely manner to avoid any delays for approval of the RIAO that is acceptable to both the CRA and Ooredoo.
- 1.14 This remainder of the document is structured as follows:
  - 1.14.1 In Chapter 2, we discuss what we believe to be significant policy concerns around the RIAO and the CRA's treatment of it.
  - 1.14.2 In Chapter 3, we provide general commentary on the proposed changes that are being sought by the CRA on Ooredoo's RIAO and an assessment of the issues and impact arising from those proposed changes. Ooredoo's submission of revised annexes must also be read in conjunction with this response document. There may be additional changes in those annexes that have not been explicitly discussed in this document.
  - 1.14.3 In Chapter 4, a detailed response to each of the questions posed in the consultation document is provided.

## 2. Policy concerns around the RIAO

### *The need for the RIAO is still unclear*

- 2.1 Ooredoo questions the need for the development of a RIAO, when as Ooredoo has previously communicated, the fact that an Infrastructure Access Agreement (IAA) between Ooredoo and QNBN has been concluded based on good faith negotiations and has been operational for nearly three (3) years now.
- 2.2 The need for reference offers usually arises where there is concern that new entrants to the telecommunications market would either not be able to conclude an acceptable wholesale access agreement with existing dominant service providers, or where there may be concern that the new entrant may be provided discriminatory treatment vis-à-vis existing wholesale agreements that may have been concluded in the market.
- 2.3 There is no indication from Government that there will be new entrants to the telecommunications market, and especially those that may require duct access; the subject of the RIAO.
- 2.4 In light of such circumstances, the development of RIAO is simply a case of unnecessary regulatory intervention, and sends a dangerous signal to market participants that there is no real point in commercial negotiation, and indeed questions the sanctity of commercial agreed contracts<sup>1</sup>.

### *The proposals appear to be biased*

- 2.5 The CRA's comments and changes seem to emanate from a theoretical appreciation of the duct access. Ooredoo has provided significant arguments as to why certain changes by the CRA would not work in practice but these have been largely ignored.
- 2.6 Furthermore, what is also becoming clear is the biased mindset of the CRA in the development of the RIAO, which appears to be driven by the desire to favour a particular OLO in the market.
- 2.7 Ooredoo has discussed over many months now, with the CRA during various meetings for a need for a reference offer that is balanced and one that meets the requirements of the ARF and Ooredoo's corporate governance practices. Yet, the CRA appear to want

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<sup>1</sup> MICT (ictQATAR) has noted the need to maintain the sanctity of commercial contracts in its Decision of 29 August 2013 at Article 25, with respect to the Decision and Instructions of Ministry of Communications and Information Technology On the Application for Appeal of Ooredoo of the 13 December 2012 Decision of ictQATAR regarding Charges for Interconnection Links.

to push for a RIAO that favours OLOs at Ooredoo's expense. Examples of such biased treatment include:

- 2.7.1 Seeking security clearances for an Access Seeker that do not accord with current Ooredoo practice, including procedures that apply to itself;
- 2.7.2 Seeking to impose an obligation on Ooredoo to effectively invest on behalf of competitors by trying to force Ooredoo to provide access to new ducts;
- 2.7.3 Seeking to impose strict conditions on Ooredoo for the processing of access requests, whilst enabling the Access Seeker to not comply with the process or procedures, in particular, forcing Ooredoo to send multiple information requests to an Access Seeker when they have failed to supply the necessary information;
- 2.7.4 Attempting to impose unjust obligations on Ooredoo in terms of bulk premise orders, by suggesting that Ooredoo seeks approval from the landlord rather than the Access Seeker, as had originally been proposed and agreed by the CRA, and which would be entirely legitimate;
- 2.7.5 Attempting to force Ooredoo to provide access to ducts it may have leased under the RIAO, with no consideration for the practical legal difficulties involved in such circumstances;
- 2.7.6 Removing a caveat in the RIAO. Ooredoo had placed a caveat that the RIAO will not apply to any circumstances where an Access Seeker would have exclusive rights to supply to any customer connected to the ducts, whether by agreement or practice. However, the CRA deleted this caveat. The principle of non-exclusive access must apply to all service providers. Ooredoo will not provide access to its ducts that are used exclusively by an OLO and which deprive Ooredoo of its right to compete fairly at the retail layer;
- 2.7.7 Ooredoo also notes that the CRA consistently favours the OLO by increasing the timeframes allowed for the OLO to respond, whilst reducing the timeframes for Ooredoo with regard to responses, and that no explanation is provided by the CRA for such changes.

### 3. Specific comments on CRA proposed amendments to Ooredoo's RIAO

#### **Main Body:**

- 3.1 The RIAO cannot supersede an established commercial agreement that is in effect – to do so would require a Court order.
- 3.2 As Ooredoo has stated previously, a transitional provision needs to be clearly expressed in the RIAO which would demarcate the services that continue to follow the process under the previous IAA.
- 3.3 Ooredoo also disagrees that services provided during the IAA should remain under the IAA. The transitional provisions would only apply to the service provisioning and implementation process and should not apply to Network Elements that have already been provisioned. Such Network Elements should automatically come under the umbrella of the new RIAO.
- 3.4 Ooredoo has deleted clause 11 (Planning and Forecasting) as Ooredoo has maintained that new ducts (ducts built after 26 April 2012) do not fall under the RIAO, so providing RFS dates for new ducts built after that date is not relevant.
- 3.5 Clause 25.5 states *“The OLO, having obtained CRA approval, may terminate any or all Service(s) at any time on thirty calendar (30) day notice, in writing to Ooredoo provided that, in the event of any such termination the OLO shall pay the balance of the Charges for that Service which are outstanding at the effective date of termination”* – this is contradictory with clause 25.7 and should be deleted.
- 3.6 Ooredoo also believes, as per the RIO and RTO that the RIAO must provide that all work is conducted during normal working hours, except for cases of genuine emergency conditions.

#### **Annex 1: Service Implementation**

- 3.7 Clause 1.2 Conditions of supply
  - 3.7.1 New Ducts: Ooredoo believes that the list of exclusions from the RIAO that Ooredoo inserted are fully justified and supported by the Telecommunications Law. The IAA provides that any new ducts from the commencement date of the agreement can be reserved 100% by Ooredoo – Ooredoo has reserved its rights in this respect. Ooredoo refuses to invest and build for OLOs, who may refrain from investing, even though they have the rights to do so under their licenses and obligations for certain coverage. We

detail at some length in response to the CRA's questions that Ooredoo has no obligation to invest and build for other OLOs.

Ooredoo invests in network infrastructure for its long term needs – just because there may be space available today, does not mean such infrastructure is not required by Ooredoo to meet its long term requirements. Ooredoo will not accept a situation where it has invested, but is derived from the use of such infrastructure; because Ooredoo has been obliged to offer that capacity to an OLO, which thereby inhibits Ooredoo from using that infrastructure in meeting the needs of its business and its customers. In such circumstances, Ooredoo may find itself in the future needing to invest in additional capacity at considerable expense and time to meet customer demand, whilst an OLO would have access to such infrastructure, without any investment, and would effectively be able to compete with Ooredoo unfairly. Such treatment would be grossly discriminatory and would dis-incentivize Ooredoo from investing in any additional infrastructure, which would be damaging to the country as a whole. It was for these very reasons that both parties agreed within the IAA, clauses that limited access to existing ducts only.

Ooredoo would be open to discussions with an OLO for commercial arrangements, as per the Passive Civil Infrastructure Regulations, including co-investment and other incentive based mechanisms for provision of access to new ducts.

- 3.7.2 Non-Exclusive Access: The principle of non-exclusive access applies to all service providers. Ooredoo will not provide access to its ducts that are used exclusively by an OLO and which deprive Ooredoo of its right to compete fairly at the retail layer.
- 3.7.3 Connecting Ducts to other licensee ducts: The RIAO will lead to an agreement between two parties and therefore it is right that Ooredoo's network is not used directly or indirectly with other OLOs that are not party to the agreement based on the RIAO.
- 3.7.4 Safety and Security: Ooredoo believes and reiterates here, points it makes in response to the consultation questions, that matters of safety and security will not be compromised by Ooredoo. This fundamental right is enshrined within the Telecommunications Law at article 21.
- 3.7.5 Technical Standards: Ooredoo understands that an OLO would not seek to become bound to an agreement where it has not had full sight of all the rights and obligations, some of which would be contained within the technical specifications. Notwithstanding the fact that the Ooredoo technical

specifications are widely available to any contractor within Qatar for a small fee, Ooredoo can provide the technical specifications to a licensed OLO prior to it submitting an Acceptance Notice as per Part one of the Main body of the RIAO. Note: the Ooredoo technical standards, whilst been unchanged for a while now, may nevertheless need to change over time, however such changes will be dictated by practical need, and will be discussed with OLOs where required.

### 3.8 Clause 2.1 General

3.8.1 Scope of RIAO: The Telecommunications law provides at article 24 that a DSP must meet any reasonable request for interconnection and access to its telecommunications network. Telecommunications Network is defined within the law and limits its boundary to the network between network termination points, as is common internationally. Furthermore the term Access is also defined and specifically excludes facilities or services for end users. Ooredoo therefore maintains that RIAO is only applicable for providing access to ducts that are within the confines of a public telecommunications network. It cannot include any facilities that are outside of this remit.

3.8.2 Access to Leased Ducts: Furthermore, the CRA seeks to place an obligation on Ooredoo to provide access to ducts that it leases from others (typically private developers), citing the Passive Telecommunications Infrastructure Access Regulations (Passive Access regulations) as a preamble. Whilst Ooredoo is unclear under what heads of powers the CRA believes it has the authority to compel property developers to effectively sub-lease their privately owned ducts to other OLOs, Ooredoo believes that to provide effect to the CRA requirements, Ooredoo would require written approval and acceptance by the owners of such ducts that it is willing to sub-lease the ducts it has provided Ooredoo access to, and amend the existing agreements to reflect such a desire, and to hold harmless Ooredoo for any consequences from such action. Ooredoo would need to be provided written evidence before it would be willing and able to grant access to such leased ducts.

### 3.9 Clause 2.2

3.9.1 2.2 (b) – The CRA has increased the number of zones to three (3). Ooredoo would be able to accept this, under the condition that there are not more than 10,000 duct segments within any Area Access Request (AAR), since 1 zone could be a tremendously condensed area and contain much more than 10,000 ducts. Providing an AAR with three zones, each with a significant number of duct segments would be impossible to process within the proposed timelines. Ooredoo also maintains that the use of duct segments is

more appropriate as a metric for all subsequent processes, rather than kilometres.

### 3.10 Clause 2.3 Area Access Request

3.10.1 2.3 (c) ii - Information provided should be complete and in conformity with the list of information requested. The intention is to ensure that there is no ambiguity as to what is required which could lead to a back and forth process between Ooredoo and the OLO and create unnecessary loops of information requests.

3.10.2 2.3 (i) - Only maps are provided at this stage of the process to the OLO. CRA did not define what they call "full information" and did not justify why Ooredoo should provide it at this stage. Maps are more than enough at this stage of the process as the OLO is simply requesting Access to an Area and has not yet identified routes and ducts it wishes to access.

### 3.11 Clause 2.4 Route Access Request

3.11.1 2.3 (d) - Ad Hoc should not be considered as part of the RIAO, but negotiated within the framework of the Agreement (other SLA and conditions may apply), as had been agreed with the CRA in the Meetings.

### 3.12 Clause 2.5 Route Access Request process

3.12.1 Clause 2.5(b) – As agreed with the CRA in discussions to date, Ooredoo will provide the Desk Survey Information as soon as a complete RAR is received; and the information will be provided within 10 business days. It is also of key importance to maintain consistency in the metric used when the Route Access Request is submitted to Ooredoo as information provided and timeframes are dependent on this. Consequently, Ooredoo requires that Route Access Request specifies the number of duct sections throughout instead of kilometres. If after the Site Survey, it is concluded that the OLO requires more ducts as compared to what has been requested, the OLO will be required to provide justification.

3.12.2 2.5 (d) – The CRA has inserted "*Send to the OLO a Further Information Request specifying clearly the information still missing and required from OLO in order for it to comply with clause 2.5 (a) of this Annex. In this case, the process will then flow as per clause 2.5(c)*". The CRA is reneging on what had been agreed in Meetings. If the updated RAR is not complete for the second time, Ooredoo has the right to reject the updated RAR. We cannot keep this loop opened indefinitely – Ooredoo is not being compensated for errors or general incompetence of an OLO.

- 3.12.3 2.5 (e) iii – The phrase *“In respect to the first RAR submitted pursuant to the AAR and where the OLO fails to complete the information required within the validity period of the AAR, OLO’s RAR will be cancelled and will be required to submit a new AAR”* must be maintained. Ooredoo cannot wait indefinitely for the information from OLO. This would also have consequences for accessing ducts that Ooredoo or another OLO may need access to.
- 3.12.4 2.5 (f) – The CRA has inserted that Ooredoo needs to provide additional information like capacity constraints, which at this stage of the process is not appropriate, given that this information might become obsolete very quickly given the constant changes in the network. Only the survey in the field can confirm the requested information. Furthermore, the only information that is available to Ooredoo at this stage is duct space records.
- 3.12.5 2.5 (g) – The CRA has inserted that *“Ooredoo shall process requests for access to a specific Network Element (including any RARs for a specific Network Element submitted by OLO) in chronological order, based on the time each RAR is received, unless the OLO requests, in writing, altered priorities of requests”*, however, Ooredoo believes it should have the right to alter the order of requests asked by OLO, if circumstances dictate so.
- 3.12.6 2.5 (h) – The CRA has increased the number of kilometres of ducts and deleted the reference to duct segments. Ooredoo maintains that desk surveys in any 2 week period must be limited to the number of duct segments that can be included within the RAR. The CRA refers to the IAA as a basis, but fortunately, the CRA diverts away from the IAA when it appears to favour OLOs, and refers to it when the CRA cannot offer another justification.
- 3.13 Clause 3.1 Site surveys
- 3.13.1 3.1 (h) i - Ooredoo has inserted additional language to make it clear that Ooredoo shall not process any route within an AAR which is not valid.
- 3.13.2 3.1 (j) - Validity of information for site survey shall not exceed 90 calendar days, not Business days as suggested. Also, the sentence *“The activities, if started before the expiry, are not suspended even if the task completion extends beyond the expiry date”* is not entirely clear - are we talking about survey activities or other activities?
- 3.13.3 3.1 (l) ii - CRA added Ooredoo in the sentence *“subject to timely cooperation from OLO and Ooredoo”* which does not make sense as survey is done by OLO not Ooredoo. What cooperation should Ooredoo offer?

3.13.4 3.1 (m) – Ooredoo would be pleased to discuss removing the sentence regarding the dispute process, but as a principle, it is absolutely vital that the dispute resolution procedure is aligned with the ones used for RIO and RTO.

### 3.14 Clause 3.2 Approach to determining and allocating Available Capacity

3.14.1 3.2 (a) - Here we are addressing an RAR not AAR

3.14.2 3.2 (c) – We note that no justification has been provided by the CRA. Ooredoo maintains its initial position.

3.14.3 3.2 (e) ii - The CRA suggests Ooredoo can book only 30% of existing unused ducts (i.e. prior to 26 April 2012). This means OLO can freely use up to 70%. Ooredoo believes a fairer position, given that Ooredoo has invested in those ducts for long term use, must be that Ooredoo would have the right to book 70% of the existing unused ducts for a period of 2 years from the relevant access request for those ducts. This would mean that if Ooredoo has not utilized those ducts within that period, the OLO could after the expiry of the two year period resubmit an access request for use of those ducts in excess of the 30%.

3.14.4 3.2 (e) iii - In relation to new empty Ducts built after 26 April 2012, Ooredoo maintains that Ooredoo has a legitimate right to claim duct space for its own use up to a maximum of one hundred percent (100%) of Usable Capacity for its own use. Ooredoo has explained the rationale for such rights in Chapter 4.

3.14.5 3.2 (g) - Ooredoo does not offer sub ducts even for itself. If sub ducts were to be offered, Ooredoo will have significant maintenance concerns, in addition to issues around unused capacity for any terminated duct access routes. Besides this the Agreement and even the IAA is for duct sharing not sub ducts sharing.

3.14.6 3.2(g) – The language has been changed to revert to actual and commonly employed practices by Ooredoo.

### 3.15 Clause 3.3 Capacity constraints

3.15.1 3.3 (a) - Ooredoo reserves the right to book at least one joint closure for future usage irrespective of the type of JRC. Ooredoo has already explained the technical standards and capacity constraints to the CRA and we will not accept the CRA's proposal without any technical justification. Ooredoo is not willing to invest in network infrastructure, if that would mean that Ooredoo itself would be deprived from its use, as would be the case if an OLO were to install joint enclosures in confined joint boxes. The practical effect of this

would be that Ooredoo would not be in a position to serve its customers, even though Ooredoo had made the necessary investment in the infrastructure, because the OLO had used the space available. Ooredoo invests in network infrastructure for its long term needs – just because there may be space available today, does not mean such infrastructure is not required by Ooredoo to meet its long term requirements. Ooredoo will not accept a situation where it has invested, but is derived from the use of such infrastructure; because Ooredoo has been obliged to offer that capacity to an OLO, which thereby inhibits Ooredoo from using that infrastructure in meeting the needs of its business and its customers. In such circumstances, Ooredoo may find itself in the future needing to invest in additional capacity at considerable expense and time to meet customer demand, whilst an OLO would have access to such infrastructure, without any investment, and would effectively be able to compete with Ooredoo unfairly. Such treatment would be grossly discriminatory and would dis-incentivize Ooredoo from investing in any additional infrastructure, which would be damaging to the country as a whole. It was for these very reasons that both parties agreed within the IAA, clauses that limited access to existing ducts only.

- 3.15.2 3.3 (b)(ii) – Removal of any capacity constraint is subject to Ooredoo's approval, as it may harm the network.
- 3.15.3 3.3 (c) iii and 3.3 (d) – The CRA has re-labelled annex 8 Ooredoo technical standards to specifications and limited conformity to only annex 8. However, as Ooredoo has explained, there are numerous technical standards that are contained in the CD that is made available to contractors. These must be part of the technical standards that must be conformed to by an OLO. Ooredoo will not accept a situation where an OLO installs or makes any amendments / modifications to network elements that are not in conformity to the complete Ooredoo standards. Ooredoo can provide to the OLO, prior to the Agreement negotiations, a copy of these standards.

### 3.16 Clause 4.1 Provisioning process

- 3.16.1 4.1 (a) - The CRA propose to process 20 PRs instead of 10 PRs with a max of 350Km each 2 weeks (the CRA has not justified it, the CRA just says it is in line with IAA – however, as we note earlier, the IAA is taken as reference only when it works for CRA). Ooredoo can handle 10 PRs per week not exceeding 200 ducts segments in all the 10 PRs and this is consistent with clause 2.2(b). Ooredoo advises against using distance in km, but rather refer to duct segments for the reasons outlined earlier – Ooredoo has made the corresponding changes to the documents.

3.16.2 4.1 (a) – The CRA rejected the statement: *“No Provisioning request shall be processed without the Interconnection request or blockage clearance (where relevant) request being approved and completed with a formal acknowledgement of successful completion certificate attached within the Provisioning Request”*. Ooredoo has already explained to the CRA that it is not reasonable to waste time and resources processing a PR without any assurance that the blockage shall be cleared or interconnection adequately completed. Ooredoo maintains its position that a PR will not be processed until any blockage clearance or interconnection has been fully completed.

3.16.3 4.1 (e) – As above, Ooredoo technical specifications will be provided prior to the Agreement negotiations and therefore the RIAO must refer to the complete Ooredoo technical standards, and not just the annex which represents general guidelines.

### 3.17 Clause 4.2 Premises requests

3.17.1 4.2 (a to k, access to end user premises) – These have been added by the CRA, and are totally unacceptable to Ooredoo. Access to end user premises should be solved by OLO and between the landlord(s). Ooredoo will just supervise work, if Ooredoo has cables inside the landlord's premises. The only aspect that is relevant, is the duct to our last joint box, which is managed through the RIAO. Access to ducts that are on private property are not covered by the RIAO.

### 3.18 Clause 4.3 Acceptance of Network Elements

3.18.1 4.3 (a) – The CRA rejected *“where Ooredoo or another OLO already has works planned in the concerned area”*. This is unreasonable. Ooredoo has already explained to the CRA, that in case another OLO or Ooredoo has planned work at the area, the OLO cannot access it and furthermore, Ooredoo also committed to providing documents proving such planned works.

3.18.2 4.3 (d) - If Ooredoo receives a rejection notice then Ooredoo had proposed 10 business days to suggest an alternative solution, if any. The CRA has changed this to 5 business day and deleted the words *“if any”*, which makes the presumption that there will always be a solution. Five business days might not be enough to find a solution if issues are complicated, and there may be circumstances where there are no solutions.

### 3.19 Clause 4.4 Implementation

3.19.1 4.4 (b) – Ooredoo had proposed a formulae for calculating the time allotted for implementation based on the number of duct segments, the time required for mobilization as well as accounting for justified delays that are outside the

control of the OLO. This implementation formula appears to be rejected by the CRA, without any real justification. The CRA by deleting the formulae, have not addressed a real and practical concern of how long an OLO will proceed with implementation activities. This has two immediate impacts: firstly, Ooredoo or indeed another OLO will not be able to work on the same ducts or associated infrastructure where the OLO will be 'implementing', which could be unnecessarily long (the work of Ooredoo or another OLO could be to install new cables, upgrade JRCs or for maintenance reasons) and secondly, the risks to the network being 'opened' and under implementation increase over time, it is therefore in the interest of the industry, fair competition and the safety of the network that implementation is not delayed for unnecessary cause.

- 3.19.2 4.4 (c) - Again Ooredoo reiterates that sub-ducts are not allowed as explained above. This had been agreed with the CRA.
- 3.19.3 4.4 (f) – Again, Ad Hoc requests shall be negotiated within the framework of the Agreement.

### 3.20 Clause 4.5 Acceptance of Implementation

- 3.20.1 4.5 (d) – Ooredoo maintains that if implementation is not correct as per the approved PR following the second notice, than the PR shall be cancelled and the OLO asked to withdraw its cables.
- 3.20.2 4.5(e) – Ooredoo believes, we need to maintain the fact that PRs will be processed under first come first served basis (unless another method is agreed with OLO).

### 3.21 Clause 4.8 Lease Termination

- 3.21.1 4.8 (c) – Ooredoo has inserted *“Where the Where the OLO has not made any effective use of the Network Elements provisioned within a six (6) month period from the provisioning of the Network Elements by Ooredoo, Ooredoo may cancel the provisioning and it can use the element. Effective use here means that the OLO has started providing service through the provisioned Network Elements pursuant to this RIAO”*. As a general principle, the OLO cannot book the network element for 6 months without using it, whilst other OLOs or Ooredoo may need such elements (similar to the scarce resource principle as applied to spectrum).
- 3.21.2 4.8 (e) – If upon lease termination the network element cannot be recovered by OLO, it will occupy the infrastructure for no reason and constitutes an opportunity cost. Ooredoo believes in such circumstances that it is entitled to continue billing the OLO as if the Network Element has been used.

### 3.22 Clause 5.3 GIS system

- 3.22.1 5.3(a) – Ooredoo awaits the CRA consultation on the common database and has not amended the clause for this reason. For the avoidance of doubt, Ooredoo by no means agrees to interconnect its existing GIS system with any other third party GIS system, as there is no need for such interconnection (all relevant data is provided to OLOs during the sharing process).

### 3.23 Clause 5.5 Refund of Access Request Fee

- 3.23.1 5.5 – This clause should apply only to RAR and not AAR.
- 3.23.2 5.5 (d) – Refunds of Access Request fees can only apply to Access Requests that are not ultimately provisioned due to lack of feasibility or other circumstances outside the reasonable control of Ooredoo – not the OLO. Ooredoo notes that the CRA has not given any explanation for the changes to this clause. Moreover, Ooredoo would need to be reasonably compensated if for reasons beyond its control, the requested elements cannot be provisioned.
- 3.23.3 5.5 (e) - If there are external factors (authorities, government agencies or force majeure etc.) leading to pending actions which reaches FL3 level, Ooredoo will not refund the relevant access fee.

### 3.24 Clause 7.3 Blockage Clearance by Ooredoo

- 3.24.1 7.3 (h) – Ooredoo has explained many times to the CRA that the OLO should come back with an answer to Ooredoo right away after blockage inspection. The 10 days proposed by the CRA is too long, as within that period of time another blockage could occur which would require Ooredoo to have to clear it again, and pay the contractor twice, whilst being compensated for only one instance.

### 3.25 Clause 8 Approved materials and techniques

- 3.25.1 8 (a) - Ooredoo has added *“Any material not in conformity with Annex 8 - Technical Specifications and with Ooredoo technical specifications provided to the OLO will not be accepted in all circumstances.”*
- 3.25.2 8 (b) – Ooredoo has made it clear that any material which might harm Ooredoo’s infrastructure shall not be accepted. All appropriate and accepted tools should be used by the OLO in their works.

## **Annex 2: Operational Procedures**

### 3.26 Clause 1.3 Scope

- 3.26.1 1.3 (c) - The scope should include also the case of a damage done to Ooredoo infrastructure.

### 3.27 Clause 1.4 Objectives

- 3.27.1 1.4 (a) - Accepted deletion of "Annex 9" as it is not related to qualified persons as claimed by the CRA, however added the same at the end of 1.4 (e).

### 3.28 Clause 3.1 Responsibility for repair, maintenance and capital replacement

- 3.28.1 3.1 (c) - Ooredoo have amended the text to cater for any network elements that may have been built to previous standards – it now reads: *"For clarity, and in accordance with the requirements of clause 7.3, where Ooredoo Network Elements are not provisioned in accordance with the Technical Guidelines of Annex 8 and standards used by Ooredoo, to the extent that renders them unsuitable for use by the OLO, then Ooredoo shall be responsible for and shall bear all costs and expenses relating to the repair and replacement of any OLO Infrastructure that is damaged or adversely affected due to the Ooredoo non-compliance with Ooredoo Technical Guidelines and standards, except where the Ooredoo Network Elements were built to previous standards that may have been in operation and which may have changed over time to an extent that they differ to a significant extent to the current standards in operation. In such circumstances, Ooredoo will inform the OLO that such network elements are to a different standard and the OLO shall have the opportunity to utilize such network elements, at its own risk or refuse the use of such network elements. Ooredoo shall supply evidence of when the Network Element was built and the relative compliance of it with relevant standards of the day.*

### 3.29 Clause 3.2 Maintenance plans

- 3.29.1 3.2 - This section is obviously for preventive maintenance as far as we are talking about a plan for 6 months! It cannot be corrective maintenance, and text had been amended accordingly.

### 3.30 Clause 4.1 Provisioned Network Element access

- 3.30.1 4.1 (b) - Supervision is mandatory whenever there is physical interaction with Ooredoo Network Elements. This has been thoroughly discussed with the CRA.

### 3.31 Clause 4.2 Request to Access Provisioned Network Elements

- 3.31.1 4.2 (d) - Added for clarity: *“Access as per section 4.2 is also subject to the provisions of Annex 9 and supervision by Ooredoo”*.
- 3.31.2 4.2 (e) (a) – The statement: *“The request of the OLO to access for restoring the services provided to the end users shall be part of the above list of emergencies”* that has been added by the CRA is not acceptable. Situations of Emergency are defined in the ARF. OLO cannot have different SLAs than what Ooredoo has to solve issues for its end users.
- 3.31.3 4.2 (e) (c) – Ooredoo has added the statement *“For the avoidance of doubt, access due to emergency as provided in clause 4.2(e) above does not waive OLO’s obligation to notify Ooredoo’s safety and security manager by email prior to start of the work, confirming the date and time of intervention, and identifying the OLO staff involved”*.
- 3.31.4 4.2 (h) (c) - This is Ooredoo’s RIAO not an OLO RIAO. It does not make sense that OLO supervises Ooredoo’s work on its infrastructure.
- 3.31.5 4.2 (f) – Ooredoo must continue to have rights to supervise even in those cases where the OLO requires access in cases of emergency. Ooredoo would also require the OLO to inform Ooredoo’s safety and security manager prior to such access being made.
- 3.31.6 4.2 (j) (a) - The following statement shall be maintained *“upon completion.....have concluded such work”*. The CRA took the text away without any justified reason.
- 3.31.7 4.2 (j) (a) vi – The OLO will provide its access records to Ooredoo. There is no reason that Ooredoo should make this information available to OLO, as far as the OLO is the one providing it. If this provision means Ooredoo should make available its Access records to its own network available to the OLO, then this is clearly quite unusual. If OLO provides access to its ducts to Ooredoo, then as per the Agreement that may be concluded by both parties, Ooredoo will provide access records to the OLO, once Ooredoo has accessed the OLO network elements. The IAA includes provisions for QNBN to provide access to its ducts to Ooredoo and therefore includes symmetric obligations.

### 3.32 Clause 4.3 General Access Regulations to closed sites

- 3.32.1 4.3 (b) – Ooredoo maintains the sentence *“Ooredoo will inform the OLO.....which are listed above”* and further amends it with *“and amend the Agreement based on the RIAO accordingly”*.

- 3.32.2 4.3 (b) i – The sentence added by the CRA *“if such a form is made available by Ooredoo at the entry point”* does not make any sense as the form template will be part of the RIAO and the Agreement based on the RIAO, and the form will be provided by Ooredoo staff.
- 3.33 Clause 6 Landlord and Neighbour management
  - 3.33.1 6 (b) (d) – This clause is repeated at 6 (c), so has been deleted.
- 3.34 Clause 7 Site Agent and Health and safety
  - 3.34.1 7 (f) (b) – The clause was deleted by the CRA without any justification, it should be maintained.
- 3.35 Clause 8 Damage
  - 3.35.1 8 (a) (a) – The CRA added *“if present”* which does not make sense as Ooredoo supervisor will be always present.
- 3.36 Clause 10 Prohibited Activities
  - 3.36.1 10 – Ooredoo believes the statement *“OLO personnel or Contractors which breach the provisions of this Clause 10 shall be banned from working on the Ooredoo Network Elements”* be maintained, unless this provision is included in other parts of the RIAO, as the CRA suggest.
- 3.37 Clause 13 Approved purpose
  - 3.37.1 13 (a) - There is no valid justification to delete *“providing public telecommunications services pursuant to the terms of its public telecommunications networks and service licence”*. It must be maintained.
- 3.38 Clause 14 Diversionary Works
  - 3.38.1 14 (a) to (c): Ooredoo does not believe it is necessary for the CRA to review the text any further. Ooredoo’s proposal is reasonable and justified.

### **Annex 3: Services**

- 3.39 Clause 2 Ooredoo Duct Access Service including Duct Interconnection
  - 3.39.1 2 (b) - Ooredoo maintains for clarity the statement *“For such SDUs and MDUs, the OLO shall provide Ooredoo with the form provided at Appendix 15 of Annex 1, duly signed by the Landlord of the SDUs and/or MDUs”*.

3.39.2 2 (c) ii - Ooredoo will not connect Ooredoo's infrastructure to another licensee, unless Ooredoo has a duct sharing Agreement with that licensee.

3.40 Clause 3 Ooredoo Facility Hosting Service

3.40.1 3 (c) - Ooredoo is a commercial company. We cannot be compelled to provide any product for free. Therefore subsequent and consequential clauses have been amended.

3.41 Clause 4 Supervision Services

3.41.1 4 (a) – The CRA has introduced the concept of 'significant manipulation' in the context of supervision requirements. Ooredoo reminds the CRA that supervision is required whenever an OLO requires access to and manipulation of Ooredoo's network elements. The word 'significant' is subject to interpretation and Ooredoo believes it not necessary to use it.

3.42 Clause 7 - Blockage clearance Services

3.42.1 7 (c) – The CRA has added that charging for blockage clearance shall be *"according to the method defined in Annex 4"*. There is however no specific method, just documented costs incurred by Ooredoo.

**Annex 4: Pricing**

3.43 Clause 1 General

3.43.1 1(c) – Ooredoo maintains its position with respect to access to new ducts built after 26 April 2012.

3.44 Clause 4 Ooredoo Duct Access Service

3.44.1 The rate per linear meter per cm square is still to be agreed between Ooredoo and the CRA, as QAR 0.12 is not deemed to be cost based.

**Annex 5: Duct Interconnection**

3.45 Clause 1 General

3.45.1 Ooredoo believes it would be useful to have a country wide, agreed mechanism for identification of duct infrastructure belonging to different parties which will help identify the infrastructure. Whilst this may be outside the scope of the RIAO, Ooredoo would welcome CRA action in this regard.

3.45.2 1(a) – Amended to reflect the fact that connecting OLO cabling in OLO ducts to OLO cabling in Ooredoo ducts can only be done through interconnection of the ducts.

3.45.3 1(c) – All activities pursuant to Annex 5 requires supervision, and therefore Ooredoo has clarified that any activity is subject to supervision.

### 3.46 Clause 2 Design and Request

3.46.1 2.1(a)(iii) – Ooredoo reverts to 'referred to in Annex 8' with regard to Ooredoo Technical Standards. This has been thoroughly discussed with the CRA and even agreed upon.

3.46.2 2.1(b)(v) – The clause has been amended, as above, to read as follows: *'Other techniques or methods, which are in compliance with Ooredoo standards referred to in Annex 8'*

3.46.3 2.1(c)(ii) – Reverted to *'standards referred to in Annex 8'*.

3.46.4 2.1(c)(iii) – Reverted to *'standards referred to in Annex 8'*.

3.46.5 2.3(b) – Reverted to 5 business days rather than the 3 business days the CRA amended this to, as 5 business days is reasonable.

3.46.6 2.3(d) – The CRA's amendments are rejected by Ooredoo. The CRA has failed to understand or appreciate the Road Opening (RO) process and its relationship with interconnection. If a RO application is made on the basis that a road needs to be opened for interconnection of ducts, it makes no sense for the RO application to be approved while the interconnection is rejected and not possible for technical reasons. The RO application will be dependent on the interconnection request being approved. Otherwise, this will allow the OLO to simply open the road but conduct no further activity which is illogical.

3.46.7 2.4(b) – Ooredoo notes that the CRA consistently favours the OLO by increasing the timeframes allowed for the OLO to respond, whilst reducing the timeframes for Ooredoo with regard to responses and that no explanation or justification is provided by the CRA. This amounts to discrimination by the CRA and Ooredoo maintains the five (5) working days granted to the OLO for the provision of the revised Interconnection Request and drawings.

3.46.8 2.5(c) – Deeming provision is rejected by Ooredoo. It was agreed with the CRA that deeming provisions will not apply to activities that require physical interaction with Ooredoo's network. Interconnection of ducts clearly involves physical interaction with Ooredoo's network.

### 3.47 Clause 3 Implementation

- 3.47.1 3(c) – Ooredoo maintains the phrase *'No work can start if the required materials are not available'*. It makes no sense once again to start physical work on sensitive network elements and leave the work pending because of the non-availability of materials (e.g. covers). Such work needs to be started and completed ASAP.

### 3.48 Clause 4 Acceptance

- 3.48.1 4(c)(iii) – The CRA's proposed Deeming provision is rejected by Ooredoo. It was agreed with the CRA that deeming provisions will not apply to activities that require physical interaction with Ooredoo's network. Interconnection of ducts clearly involves physical interaction with Ooredoo's network.
- 3.48.2 4(e) – The CRA changes are rejected by Ooredoo. While CRA says this is not required, Ooredoo considers that to ensure the OLO understands its obligations, the requirement of the As-Built records must be clearly expressed in this clause.

## **Annex 6: Dictionary**

### 3.49 Deleted: Access Request

- 3.49.1 Ooredoo has removed this. There is risk that insertion of this term would cause confusion between rights and obligations pertaining to AAR and RAR. It is critical to clearly distinguish between the two in the RIAO.

### 3.50 Deleted: Ad-Hoc Route Access Request

- 3.50.1 Ad hoc requests are not part of the RIAO. An ad hoc requests is simply when the OLO requests Ooredoo to have commercially agreed SLAs above the minimum requirements of the RIAO. This is a free commercial agreement between Ooredoo and the OLO and ad hoc in this case simply retains its usual dictionary meaning.

### 3.51 Amended: Duct Access Service

- 3.51.1 As has been stated to the CRA on numerous occasions and even agreed. Ooredoo has, at most, very limited rights, if none at all, in granting access to third party premises. Ooredoo's obligations under the ARF is to grant access to that part of its telecommunications network that is on the public domain. In this particular case, this is not even Ooredoo's infrastructure on a private domain but actually privately owned infrastructure on private property.

3.52 Amended: Duct

3.52.1 Amended in line with comment above with respect to Duct Access Service.

3.53 Amended: Emergency

3.53.1 Amended to exclude scenarios where route diversity should have been reasonably expected and planned to have been designed for.

3.54 Re-Inserted: Existing Ducts

3.54.1 Ooredoo maintains this clause, for reasons outlined within Chapter 4.

3.55 Amended: Ooredoo Duct

3.55.1 Deleted reference to leased and/or operated by Ooredoo, for reasons explained in this document, including Chapter 4.

3.56 Amended: Ooredoo Technical Standards

3.56.1 Amended to reflect the fact that the Ooredoo Technical Standards also includes those referred to in Annex 8, including the CD that is provided to contractors containing the standards.

3.57 Amended: Technical Feasibility

3.57.1 As this is Ooredoo's network, it is up to Ooredoo to determine that this solution is technical feasible. Ooredoo will of course be bound by principles of reasonableness and fairness which are legally defined principles.

3.58 Amended: Technical Guidelines

3.58.1 Amended to align with amended definition of Ooredoo Technical Standards.

3.59 Inserted: Interpretation

3.59.1 The CRA claims that interpretation is covered in the RIAO. This is not the same thing. This sets the rules on how terms in RIAO are to be interpreted. What is in the main body are the rules of interpretation between the RIAO and other instruments and the order of precedence.

3.60 Inserted: Working Hours

3.60.1 Ooredoo has added a definition for working hours.

## ***Annex 7: Service Level Guarantees***

### 3.61 Clause 1 Operational Service Levels

- 3.61.1 1 (e) – Ooredoo believes, as is common in most SLA settings, for the service credits to be based on an average of the requests received within a given time period, and not based on any single request. This is common across almost all telecommunications services globally and is based on the recognition that the delivery of services are typically based on a 'standard distribution' over time and quantity, and to account for such distribution, an average is taken over a period of time, which correspondingly also accounts for an average of the quantities.

### 3.62 Table 1

- 3.62.1 Service levels: Ooredoo rejects the Time Commitment for Process (Business days) that the CRA has inserted, which have been done so without any justification or international benchmark. The CRA has simply taken the view that the commitment proposed by Ooredoo, based on the IAA and its experience to date, can be reduced by around 30% without any analysis, evidence or rationale. The CRA proposes the use of a weighted average of optional tasks, which the CRA has failed to fully justify. The CRA has simply waved a finger in the air to arrive at the values it has proposed. In the absence of robust evidence, the CRA must use the values in the IAA where appropriate, or place reliance on the values proposed by Ooredoo, which are based on its experience to date.
- 3.62.2 Service credits: Ooredoo also rejects the CRA's arbitrary increase in the service credits which have increased by up to 40%, again without any justification, evidence or international practice.
- 3.62.3 Ooredoo also rejects the statement by the CRA that for RAR Credits are percentage of annual duct rental in the RAR – some RARs may contain many thousands of ducts segments and many kilometres of duct route. A simple failure to approve a RAR within a set time cannot be punished by a significant sum which bears little resemblance to the value. Furthermore, the CRA have failed to explain what would happen if the OLO cancels access to some or all of the duct routes within the RAR within the first year and therefore the annual duct rental is something that is actually not a constant.
- 3.62.4 Ooredoo also rejects the SLA associated with the AAR process. As the CRA has insisted that deeming provisions will apply for the AAR, an associated SLA is simply inappropriate.

3.62.5 Ooredoo maintains the service levels and credits that it proposed in its RIAO and which are based on the IAA.

### 3.63 Other matters

3.63.1 Ooredoo also believes the implementation targets stated should allow for acceptable causes (such as force majeure) and external causes (such as OLO-related delay).

3.63.2 Ooredoo also believes the table needs further explanation e.g. are the quoted hours business hours or elapsed time? Are planned/emergency maintenance excluded?

## **Annex 8: Technical Guidelines**

### 3.64 Clause 1 Purpose

3.64.1 1.1 (b) - Ooredoo rejects the CRA's argument that the Ooredoo Technical Standards should not form part of the RIAO/Agreement. These standards would be provided to the OLO at the very beginning of negotiations and be part and parcel of the documents being discussed.

### 3.65 Clause 3.2 Capacity Constraints for Facility hosting

3.65.1 3.2 (b) – Ooredoo reasserts that the technical standards that are referred to in the annex, must also be complied with by the OLO.

### 3.66 Clause 4 Duct Infrastructure Upgrades and New Build guidelines

3.66.1 4 (c) – Ooredoo rejects the insertion by the CRA that states that *“In addition to the scenarios stated in clause 4(a) above, the OLO may, regardless of existing Ducts or the maximum number of Ducts on the A-side wall, interconnect 2 x D56 Ducts into the B-side wall of the Ooredoo Joint Box (JRC4 and higher structures)”* – such guidelines are contrary to Ooredoo's technical guidelines and cannot be accepted by Ooredoo. If the CRA seeks to impose technical standards that are not aligned with Ooredoo's technical standards, then the CRA must accept all liability that may arise. Ooredoo would in such circumstances expect the CRA to provide Ooredoo with either a bond or an insurance policy that provides for such liability. Underground Duct laying and Associated Works standards volume 2, part 3 contains at clause 428(a) that D54 shall only be used for lead-in between the building and the jointing chamber. Clause 435 furthermore states that D56 shall only be supplied for termination purposes for poles and building.

- 3.66.2 5.1 (a) – As per the Ooredoo standards, only one way duct may be interconnected to the JRC 4
- 3.66.3 5.1 (b) – As per the Ooredoo standards, only two way duct may be interconnected with the JRC 12
- 3.66.4 5.1 (c) – As per the Ooredoo standards, only four way duct may be interconnected with the JRC 14.

### ***Annex 9: Safety and Security Procedures***

#### 3.67 Clause 3 Work Instructions Extended Description

- 3.67.1 3 (a) – Ooredoo rejects the CRA insertion that *“Ooredoo shall complete the issue of all relevant permits and paper works within twenty four (24) hours of receipt of the relevant forms”* – the standard timeframes that Ooredoo uses currently, including its own contractors is 48 hours. The CRA should be mindful that Ooredoo safety and security processes permits for all contractors.
- 3.67.2 3 (b) – Ooredoo rejects the CRA insertion that *“The time needed to Ooredoo for issuing the permits included in this Annex is not excluded from the calculation of the Operational Service Levels defined in Annex 7”* – The service levels are provided for the processing of access requests, the security requirements are additional to those requirements. If the OLO submits an application for security clearance within the time period allowed for that activity, then Ooredoo can process the security clearance as part of the time period for the calculation of the Operational Service Levels, otherwise, it would clearly be outside of that time period. Given the timing for the application of security clearance is not within the control of Ooredoo, Ooredoo will not accept the security clearance processing time to be included as part of the Operational Service Levels.
- 3.67.3 3 (c) – Ooredoo rejects the CRA insertion claiming that *“Permits shall be issued so that each may cover a range of tasks and locations”* – the role of the CRA is to ensure non-discrimination between access seekers and access by Ooredoo itself – the role of the CRA is not to dictate the operational and indeed corporate governance structures and arrangements by Ooredoo. Ooredoo cannot provide a blanket permit that covers a range of tasks and locations, as that defeats the very purpose of requiring security clearances. If an OLO seeks to undertake a range of tasks and locations then it should apply for these at the time of application, stating what activities will be undertaken, when and by whom.

### 3.68 Permit to Work B (Hot Works)

3.68.1 The CRA has deleted a statement that was included within the form stating *"Any change in location or change in staff requires a new PTW"*. The CRA cannot seek to change Ooredoo's standard safety and security procedures, which have been designed to protect the safety and security of Ooredoo's network and which is part of the country's national infrastructure and included within Critical Information Infrastructure Protection Law. The procedures in Annex 9 apply to all contractors including those used by Ooredoo. The CRA cannot seek to change standard – non- discriminatory procedures simply to benefit a service provider that the CRA appears to favour. The very purpose of gaining security clearance is so Ooredoo and indeed the State Security authorities are aware of who is working at which location at a particular point in time. If the location or personnel change, then these need to be communicated to Ooredoo – through an application for another security permit.

## 4. Responses to individual questions

### Question 1

*Do the Respondents find that the definition as amended by CRA are consistent with the Access Regulations?*

- 4.1 There are several legitimate questions that arise from the Access Regulation which the CRA has not addressed. The first is whether the CRA under the Telecommunications law, no. 34 of 2006, has the heads of power to regulate Developers, which are not licensed by the CRA. Whilst within the Access Regulations, it suggests there has been a Ministerial Decision, that decision appears to relate to the setting up for a committee, which does not actually have decision making authority. In the absence of legal authority to regulate Developers, the CRA must be cautious in establishing reliance on the Access Regulation. Has the CRA received acknowledgement from all the Developers in Qatar that they will accede to the authority of the CRA to regulate them?
- 4.2 Secondly, the Access regulation overlooks a fundamental principle of property rights, by mandating that Ooredoo must provide access to ducts that it may have leased from Developers or Building owners. As the CRA will be aware, the Constitution of Qatar at Article 27, provides that *"Private property is inviolable; and no one shall be deprived of his property save by reason of public benefit and in the cases prescribed by the law and in the manner stated therein provided that the person concerned is fairly compensated"*. Article 56 further goes on to state that *"General confiscation of property is prohibited. The penalty of confiscation of private property shall only be imposed by a court judgment and in cases specified by the law"*. Where the CRA seeks to impose an obligation on a Developer or other owner of duct, who has freely entered into a contract with Ooredoo to lease its duct, to sub-lease that duct infrastructure to another entity without the owners' consent, then this would be seen to violate the provisions in the constitution.
- 4.3 Access to duct infrastructure that is leased or managed by Ooredoo through the RIAO cannot be possible unless the owner of those duct infrastructure freely and expressly agrees.
- 4.4 The Telecommunications law provides at article 24 that a DSP must meet any reasonable request for interconnection and access to its telecommunications network. Telecommunications Network is defined within the law and limits its boundary to the network between network termination points, as is common internationally. Furthermore the term Access is also defined and specifically excludes facilities or services for end users. Ooredoo there maintains that RIAO is only applicable for providing access to ducts that are within the confines of a public telecommunications network. It cannot include any facilities that are outside of this remit.

4.5 Furthermore, the CRA seeks to place an obligation on Ooredoo to provide access to ducts that it leases from others (typically private developers), citing the Passive Telecommunications Infrastructure Access Regulations (Passive Access regulations) as a preamble. Whilst Ooredoo is not clear under what heads of powers the CRA believes it has the authority to compel property developers to effectively sub-lease their privately owned ducts to other OLOs, Ooredoo believes that to provide effect to the CRA requirements, Ooredoo would require written approval and acceptance by the owners of such ducts that it is willing to sub-lease ducts it may have provided access to Ooredoo and amend the existing agreements to reflect such a desire, and to hold harmless Ooredoo for any consequences from such action. Ooredoo would need to be written evidence before it would be willing and able to grant access to such leased ducts.

4.6 **The original Ooredoo definition must be kept.**

### **Question 2**

*Should the sub-ducting service be part of the RIAO in the future? What are the pros and cons to have this Service included in the RIAO? If the Respondent is in favour or not in favour of that extension, it may provide CRA with the proposed amendments needed to the RIAO, technical specifications, processes, etc. This may be linked to the technical standards issues and technical feasibility (see for example 3.3.3) and Annex 8 of the RIAO Document.*

4.7 From Ooredoo's perspective, it is unclear why sub-ducts are even being considered. The purpose of the RIAO is to enable a licensed service provider to lay cables in Ooredoo's ducts. The purpose of the RIAO is not to enable an access seeker to effectively lay additional ducts within Ooredoo's ducts. Apart from the significant legal issues this would involve, there are many practical operational challenges that would make such a proposal impractical.

4.8 From a legal perspective, the reason Ooredoo would be forced, by regulatory instrument, to provide access to its ducts, is because the CRA would have concluded that the duct infrastructure can be considered a legitimate essential facility and would constitute a barrier for another service provider in competing in the telecommunications market. The barrier is the ability to install fiber optic cables. Therefore the remedy is providing access to Ooredoo's ducts to install such fiber. The remedy cannot be to allow sub-ducts to be installed within the Ooredoo ducts.

4.9 Even if Ooredoo were to allow sub-ducts to be used (which it will not), it would be virtually impossible to install sub-ducts where there are existing cables within the Ooredoo ducts. It would be impossible to remove those sub-ducts. Therefore the de facto position would be that the Access Seeker would need to keep those sub-ducts and pay for the space indefinitely, even if they were not being used – a major economic inefficiency in circumstances where duct access is considered an essential facility; is

deemed to be scarce and is the very reason that Ooredoo would be mandated to provide to such ducts. Then there would be the significant maintenance challenges involved in trying to main duct infrastructure that belongs to different entities but which occupies the same area.

- 4.10 **Sub-ducts cannot be considered a part of the proposed RIAO, as Ooredoo has maintained.**

### **Question 3**

*Do the Respondent agree with the Main Body wording on IAA termination and automatic transfer of IAA Services already provisioned to be then under the agreement based on the RIAO?*

### **Transfer of agreement**

- 4.11 The RIAO provides a basis for a commercial agreement between the Access Provider and other licensed operators, with those terms serving as the starting point or baseline for negotiations. It is important to clarify that there is nothing that should prevent the parties from agreeing alternative terms.
- 4.12 There should be no requirement for the regulator to be involved in the terms of the commercial agreement. The CRA's dispute resolution powers remain in the background and can be relied upon by either party in the event of a dispute between the parties.
- 4.13 The IAA remains a commercial agreement that was entered into freely by parties. It must be terminated before another agreement for the same services can be concluded.
- 4.14 The RIAO cannot simply supersede the IAA, as the CRA has sought to do with the RIO or RTO. The RIAO serves as a reference offer for any licensed service provider, it is not only for QNBN. Ooredoo is concerned, that the CRA appears to take the view that the RIAO and the whole process that is being undertaken is for the sole benefit of QNBN, an entity which clearly appears to receive preferential treatment from the CRA. The RIAO is an offer to the market, any OLO interested in the approved offer, should either re-negotiate an agreement based on the RIAO or negotiate for the first time a new agreement.
- 4.15 Ooredoo agrees that parties can agree under a separate access agreement entered into between parties, based on the RIAO that the existing services provisioned under the IAA could either continue or be deemed to transfer under such new agreement and any new request to be executed under the new agreement from the effective date. However, the RIAO itself, being a generic offer for all service providers should not impose such conditions.

- 4.16 Such arrangement would allow QNBN to cancel any request under the IAA (because they wish to benefit from the new T&Cs), if permissible under that agreement, and to submit the request through the new agreement.
- 4.17 However, Ooredoo disagrees that QNBN should not be asked to pay for the new access. Ooredoo will have consumed resources in processing the request under IAA, and it must be compensated for such work. When QNBN resubmits through the new agreement, the charges that are applicable under that new agreement must also apply. To do anything else would be discriminatory against Ooredoo, and would highlight a bias favoring QNBN at Ooredoo's expense.
- 4.18 **Transition and termination of the IAA must be the subject of commercial negotiation and agreement between parties. The RIAO is a document for the market, not just for QNBN. Under such commercial arrangement it could be determined that QNBN can cancel an existing order under the IAA and resubmit under the new agreement based on the RIAO, however such access requests must be paid for in accordance with the charges contained within that agreement.**

### ***Termination of specific routes***

- 4.19 Passive infrastructure access agreements are long term arrangements, which should be linked to the term of each party's licence or a fixed long term period (e.g. 15 years). The proposed timescales over which an OLO may terminate an agreement are significantly out of keeping with established practice.
- 4.20 The suggestion that 30 day notice be given for termination is wholly inappropriate and represents an unwarranted intervention. In practice, infrastructure and related agreements would have a minimum contract length and minimum capacity requirements. These cannot simply be sidelined at a month's notice.
- 4.21 **Ooredoo has serious reservations at the proposal that routes can be terminated at 30 day notice. Ooredoo believes the CRA must consider longer-term lease arrangements.**

### ***Question 4***

*Do the Respondent agree on the transitional provisions envisaged by CRA to deal with Services, which are in the process of being provisioned upon the signature of an agreement based on the RIAO?*

- 4.22 **Please see Ooredoo's comments with regard to Question 3.**

### ***Question 5***

*Are other transitional provisions needed for moving to an agreement based on the RIAO? If so, please specify the additional transitional provisions needed along with a proposal on how to deal with them.*

- 4.23 As explained above, the CRA appears to be extending its proposed regulatory intervention beyond what would be considered normal. Transitional provisions will be dealt with when parties negotiate an agreement that is based on the RIAO. What is becoming clear is that the sole focus of the CRA appears to be how to help QNBN, rather than seeking a regulatory solution for the market.
- 4.24 **As already explained above, the RIAO is a document available to the market, and not just QNBN, and as such transitional arrangements must be separate from the RIAO and must be subject to arrangements within the IAA and agreement between parties.**

### **Question 6**

*Respondents are invited to comment on the clauses above along with proposed amendments to them as seen in the RIAO Document.*

- 4.25 Ooredoo has strict safety and security protocols that it applies to contractors it uses and would expect to apply no lesser controls on Access Seekers seeking access to, and working on Ooredoo's network. Ooredoo's safety and security requirements are listed within the proposed RIAO, and will be integral to any activity conducted by an OLO on Ooredoo's network.
- 4.26 Access to Ooredoo network elements is possible only if the Access Seeker obtains safety and security clearance. As Ooredoo have explained to the CRA, these procedures apply to Ooredoo contractors without any discrimination. The CRA cannot seek to impose restrictions through the RIAO upon Ooredoo which restricts its ability to ensure compliance with State Security requirements or which are contrary to its board approved corporate governance procedures.
- 4.27 Ooredoo would assert that the role of the CRA must be to ensure compliance with the ARF, and that in principal means that Ooredoo does not discriminate between service providers, and that it does not impose unnecessary discriminatory procedures for other OLOs which it does not impose upon itself, subject to objective differences. The role of the CRA cannot extend to changing the corporate governance and operational processes of an operator, simply because the CRA desires so, especially when those processes are not contrary to the ARF.
- 4.28 The clause was operational where Ooredoo's supervisor suspects that OLO intends or is using equipment that is contrary to the approved materials list and standards. The clause provides an opportunity to the other party to prove that the material is in accordance with the approved materials and standards, and does not therefore impede

the ability of the OLO, as implied by the CRA. The CRA makes the assumption that just because we have a list of approved materials and standards, OLOs and their contractors can be simply trusted. Ooredoo believes that while a degree of trust is required, there must also be assurance of compliance with such standards. Therefore, Ooredoo has kept the clause in situ requiring the OLO to prove compliance and to rectify where it is not.

- 4.29 Likewise, it would appear legitimate that where an OLO's equipment causes interference with and affects normal operations, the OLO should be obliged to rectify such equipment, as a matter of priority.
- 4.30 **Ooredoo maintains that it will not allow an OLO to undertake arrangements that are not in compliance with the Ooredoo standards. The Telecommunications law, at Article 21 provides that "No service provider shall be obliged to enter into interconnection and access agreements on terms which, in his reasonable judgment may cause material damage or harm to any person or property or inflict material damage upon its network and telecommunications facilities or negatively affect the performance of either of them or the provision of the telecommunications services or such terms deemed unreasonable in light of given technical or economic facts available" [emphasis added]. The Ooredoo standards are designed to ensure that possible material damage and harm is reduced both in the short term and the longer term when it comes to maintenance.**

### **Question 7**

*Do the Respondents agree with the provision of this information and are any changes required for an OLO to plan its retail activities in a similar way as within Ooredoo?*

- 4.31 It is simply impractical to provide general information on duct installations, given the detail and complexity of information which is held in Ooredoo's GIS. To provide usable data, an Access Provider would need detailed location information from the OLO before the details of the duct routing can be provided. It is impossible to simply provide information about duct routing across Qatar.
- 4.32 An equivalence of input obligation, which the CRA appears to imply, is not relevant to Ooredoo. This concept is only valid in jurisdictions that have implemented particular industry reforms (e.g. it is applied to Openreach in the UK). It is not relevant in the context of a vertically integrated operator.
- 4.33 Furthermore, as the CRA has noted, the Access Regulation provides for scenarios of new build, and the sharing of information where the OLO seeks to co-invest or enter into long-term arrangement for new infrastructure. The RIAO cannot simply seek to sideline the Access Regulation and impose a blanket obligation to share network plans, when

the OLO has not agreed to co-invest or enter into long term lease arrangements – something that is not the same as access through the RIAO.

- 4.34 **Ooredoo maintains that it will provide GIS records to the Access Seeker at this stage in the process.**

### **Question 8a**

*Will it be sufficient to enable the OLO to plan its network sufficiently or is more required?*

- 4.35 **Ooredoo re-iterates the points made above in Question 7.**

### **Question 8b**

*Do the Respondents agree with the approach to deemed approvals to address concerns of risks to the Ooredoo's Network?*

- 4.36 Ooredoo agrees with such proposals. However, it should be noted that the concept of deeming approval is dangerous, and has the potential to cause harm to Ooredoo's network or cause significant operational problems that will only further delay the process. What is more important is codifying what information, and in what form must be submitted by an OLO for it to be processed by Ooredoo in the timeframes stipulated.
- 4.37 A slow response will typically be caused by insufficient or inaccurate information being provided by the OLO; deeming provisions are not likely to improve this.
- 4.38 In any case, the RIAO contemplates defining service standards and service credits as a mechanism to incentivize processing requests as per the RIAO and agreements concluded with the OLO.
- 4.39 If the CRA insists on deeming approvals, then similar concepts must be applied to the OLO – i.e. where they fail to undertake the necessary task or provide the necessary information in the agreed timescales, Ooredoo should have the right to deem the access request as being void.
- 4.40 Ooredoo is also concerned that the CRA is changing the range of activities that are subject to deeming – by changing the wording and introducing the concept of physical works and providing an example of pulling cables. Ooredoo insists that any OLO activity that requires access to and manipulation of Ooredoo's network elements, including site surveys, must not be subject to deeming provisions
- 4.41 If the CRA insists there must be deeming provisions for any activity including the physical works on the network, then the CRA must be held liable for any acts that cause harm to Ooredoo's network or its customers, and must itself either provide insurance

for such instances, or provide a bond that would be called upon by Ooredoo to cover such incidents.

- 4.42 **Deeming provisions can only apply to process steps that do not involve any access or manipulation of Ooredoo network elements. To do so would be contrary to article 21 of the Telecommunications law, and if the CRA sought to impose such a measure, Ooredoo will expect the CRA to provide adequate insurance or a bond from the CRA to cover for any potential harm or liability that may arise from such action.**

### **Question 9**

*Do the Respondents agree with the clause on Resolution of Disputes?*

- 4.43 **Ooredoo believes that standard dispute resolution processes are required for all the reference offers and therefore CRA's acceptance of Ooredoo's text is noted.**

### **Question 10**

*Do the Respondents agree that the Area should remain valid, once it is approved and that Ooredoo regular updates are reasonable so that the OLO can continue to use the area?*

- 4.44 Whilst Ooredoo agrees to the concept of an AAR remaining valid for a period of 90 days unless a RAR is submitted within this period, which then extends the period indefinitely, Ooredoo cannot agree to provide updated maps to the OLO every six months. Each AAR has a fee of QAR 15,000 which compensates Ooredoo for the creation, maintenance and provision of information to the OLO. By providing the updated maps to the OLO, the CRA would be forcing Ooredoo to provide the information for free, which would be against cost causality principles.
- 4.45 The purpose for having a validity period for the AAR, as Ooredoo has explained to the CRA on many occasions, was to ensure that the information provided by Ooredoo remained largely valid, and that RARs submitted reflected accurate information with respect to the duct network within the area. With the obligation that the CRA seeks to impose, the purpose of the validity period, which the CRA had agreed upon, would be questionable.
- 4.46 **Ooredoo agrees that an AAR has a validity period of 90 days unless a RAR is submitted within the period. However, Ooredoo disagrees and will not provide updated maps to the OLO every six months as the CRA proposes, unless such activity is compensated with a QAR15,000 fee for each area and each instance.**

### **Question 11**

*Do the Respondents agree, as shown in the RIAO Documents, that "new duct" infrastructure should be not reserved exclusively for Ooredoo?*

- 4.47 Ooredoo disagrees strongly with the CRA. Ooredoo has a legitimate right to reserve 100% of new ducts built after April 2012, as was agreed within the IAA. The IAA was a document that was submitted to the CRA, and the CRA has not since that date, claimed that the IAA is contrary to the ARF.
- 4.48 Whilst the CRA refers to Ooredoo's designation in Market 10 and claims that the designation includes all ducts, the CRA has failed to establish under which powers of head of the Telecommunications Law, it has relied on to make such an assertion.
- 4.49 The Regulatory Authority does not have the legal authority under Articles 18, 19, 41, 46 and 54 of the Telecommunications Law to impose access to new duct infrastructure.
- 4.50 Articles 18 and 19 of the Telecommunications Law, which permit the Regulatory Authority to establish rules in relation to interconnection and access, do not empower the Regulatory Authority to force a service provider to build additional infrastructure. Nor is such an interpretation supported by regulatory practice in other jurisdictions in relation to similar legislative or regulatory powers.
- 4.51 Articles 41 and 46 of the Telecommunications Law, which prohibit anti-competitive conduct and abuses of dominance and permit the Regulatory Authority to impose remedies to correct such breaches, do not apply to empower the Regulatory Authority to require a service provider to comply with a requirement to build and offer access to new duct infrastructure.
- 4.52 The Regulatory Authority does not have the legal authority under Article 54 of the Telecommunications Law to force Ooredoo to build additional ducts and offer these to other OLOs. These rules relate to the making of technical standards and specifications for telecommunications equipment. The imposition of the additional duct infrastructure is not within the scope of the Regulatory Authority's powers under Article 54.
- 4.53 The concepts of "Interconnection" and "Access", which are used in Article 18, are defined generically in Article 1 as follows:
- 4.53.1 Interconnection: the physical and logical linking of telecommunications networks used by the same service provider or by a number of service providers in order to allow the customers of one service provider to communication with customers of the same or another service provider or to enable them to access services provided by another service provider; and
- 4.53.2 Access: access to telecommunications facilities or telecommunications services between service providers which makes such facilities or service or

both available from one service provider to be used by another service provider, subject to certain terms and conditions and on exclusive or non-exclusive basis for the purpose of providing telecommunications services, but the concept of access does not include or apply to facilities or services for end users.

- 4.54 There is nothing in the opening language of Article 18, or the definitions of Interconnection and Access in Article 18, to support the view that Article 18 empowers or gives the Regulatory Authority the 'plenary authority' to require a service provider to construct additional network infrastructure or to construct new or additional networks in a particular way.
- 4.55 Further, there is nothing in the remainder of Article 18, including most relevantly Articles 18(2), 18(3), 18(4) and 18(5), to suggest that the obligations to interconnect and provide access under these provisions permit the Regulatory Authority to require Ooredoo to deploy additional duct infrastructure in its fixed network or provide access to such new infrastructure.
- 4.56 Similarly, there is nothing in Article 19 of the Telecommunications Law to support the Regulatory Authority's assertion that it is empowered to require service providers to construct additional infrastructure. In particular, Article 19 provides for the General Secretariat to undertake the following functions and duties with respect to interconnection and access:
- 4.56.1 promoting appropriate, effective and low cost interconnection between telecommunications networks and promoting access to facilities of other service providers to ensure interoperability of telecommunications services that originate or terminate in the State and promoting the growth of competitive telecommunications services markets;
  - 4.56.2 establishing a public, transparent and commercially viable regulatory framework aimed at the facilitation of the regulatory procedures, and removing or minimizing the effects of other barriers to entry into telecommunications market;
  - 4.56.3 facilitating the negotiations between parties to achieve interconnection and access agreements;
  - 4.56.4 ensuring that the interconnection and access agreement meets the requirements of this Law, its Executive By-Law and any regulations, rules or orders applicable to interconnection and access;
  - 4.56.5 determining which service providers are dominant service providers in any telecommunications market in relation to interconnection and access; and

- 4.56.6 determining additional obligations regarding interconnection and access, applicable to dominant service providers.
- 4.57 The above mentioned powers under Article 19 of the Telecommunications Law are limited to facilitating or promoting interconnection and access to telecoms facilities and services. These powers are discharged by mandating access to existing network elements where that is feasible. It is not a broad form obligation that can simply be applied in any way that the Regulatory Authority thinks appropriate, and certainly does not provide the Regulatory Authority any authority to force a service provider to construct additional networks or network elements for the sole purpose of giving another service provider a right to access that network or network element.
- 4.58 An obligation on service providers to build new infrastructure at their own cost for other service providers is not consistent with international regulatory practice.
- 4.59 In all major jurisdictions, the focus of ex ante regulation is on obligating operators to provide access to existing infrastructure where it is feasible to do so to facilitate competition in downstream markets. This typically occurs by mandating access to a particular facility or service within the dominant operator's network where that is feasible (e.g. in Ooredoo's case, available duct access) but does not extend to forcing an operator to build additional infrastructure for the use of a third party, or to deprive that operator from the use of that infrastructure to meet its own long term needs.
- 4.60 In the European Union, the Access Directive, does not contain any regulatory entitlement or power that authorizes a National Regulatory Authority (NRA) to force an operator to build new network elements or facilities.
- 4.61 Ooredoo is not aware of any jurisdiction, including best practice jurisdictions such as the European Union, Australia, New Zealand and Singapore, where a regulator has the legal authority to use ex ante regulatory powers, such as those in Articles 18 and 19 of the Telecommunications Law, to obligate a service provider to build additional infrastructure and then to provide wholesale access to this additional infrastructure.
- 4.62 In fact, in some markets such as Australia, the Australian Competition and Consumer Commission is explicitly prohibited from making access determinations in relation to regulated services that require a carrier to bear 'some or all of the cost of extending a facility'.
- 4.63 **Ooredoo will not provide access to any duct built after April 2012 under the RIAO. All ducts that Ooredoo invests and builds are to meet its own long term needs.**

## **Question 12**

*Do the Respondent considers the RIAO Document to be clear enough (specifically Annexes 1, 5 and 8) to allow some OLO freedoms in the technical solution yet does it ensure that legitimate Ooredoo concerns on the suitability of equipment are met?*

- 4.64 The CRA is again interfering into what are operational matters. Ooredoo has built its technical standards based on many years' experience and having the experience of hindsight. If the standards can simply be waived because it was somehow deemed technically possible, then there is simply no point in having such standards.
- 4.65 Ooredoo will not allow an OLO to undertake arrangements that are not in compliance with the standards. The Telecommunications law, at Article 21 provides that "No service provider shall be obliged to enter into interconnection and access agreements on terms which , in his reasonable judgment may cause material damage or harm to any person or property or inflict material damage upon its network and telecommunications facilities or negatively affect the performance of either of them or the provision of the telecommunications services or such terms deemed unreasonable in light of given technical or economic facts available" [emphasis added]. The Ooredoo standards are designed to ensure that possible material damage and harm is reduced both in the short term and the longer term when it comes to maintenance.
- 4.66 Just because something is technically possible, it does to translate that it is "in Ooredoo reasonable judgment" not harmful to Ooredoo.
- 4.67 **Ooredoo maintains that the Ooredoo standards are there for a reason and cannot be disregarded at whim, because it suits the CRA or the OLO. As we have explained above, Ooredoo has a right under article 21 of the Telecommunications law to not enter into any access arrangement where to do so could pose harm to its network. The Ooredoo technical standards are designed to minimize such harm (in the short and long-term) and therefore are integral to the operation of the RIAO. Ooredoo will not allow an OLO to diverge from the Ooredoo technical standards. For the CRA to force Ooredoo to do so, would be contrary to the telecommunications law.**

### **Question 13**

*Are the forms in all Annexes clear and are the lists of required information adequate, without excessive or unnecessary information demands?*

- 4.68 **Ooredoo notes the CRA's agreement, and believes the forms include the relevant information.**

### **Question 14**

*What are the respondents' views on introducing an Automated system and what level of requests per month (typically: the numbers of RARs) would make the case for automated*

*systems compelling? Expected volumes (current and/or forecasted) should be provided. CRA could then consider this as part of the final RIAO or support a push for the automation when the RIAO is working and volumes are sufficient.*

- 4.69 The way in which Ooredoo works with an OLO is a matter for bilateral commercial agreement, so prescribing planning systems should not form part of a RIAO. In any event, given the need for each party to maintain the integrity of their respective GIS data, it is unlikely that either party would permit another party to interface directly (and manipulate data) within the other party's system.
- 4.70 Notwithstanding the above, each party would need to assess the business case for implementing alternative technical solutions that may enable the automation.
- 4.71 **The need for and expectations around the need for automated systems must be a matter for the agreement between parties, and not the RIAO.**

### **Question 15**

*What are the respondents' views of the definitions of the three types of access (planned, unplanned and emergency) and are the process definitions adequate in the RIAO?*

- 4.72 Ooredoo agrees that the RIAO must provide clarity on what constitutes an unplanned maintenance task and what are the differences to normal planned access and Emergency Access.
- 4.73 It is Ooredoo's view that there are in fact only two cases, unplanned maintenance and emergency access. Given that the OLO will be installing passive infrastructure, there would appear to be no need for planned maintenance. Unplanned access may be required where the OLO needs to access its installed passive infrastructure, but this is not an emergency and therefore access to those network elements must follow a pre-defined process that would require the OLO to provide adequate notice and ensure they arrange for security clearance and supervision where required.
- 4.74 **Ooredoo believes there are two types of access that are relevant for the RIAO and these have been defined already by Ooredoo within the RIAO.**

### **Question 16**

*Do any respondent disagree and are there compelling arguments for having any copper-removal obligations re-inserted?*

- 4.75 Ooredoo agrees with the CRA that copper recovery is based on many factors including usage of any copper, the commercial decision of Ooredoo and practical and operational realities in removing the copper – all of which are purely Ooredoo's decisions to take.

- 4.76 **Ooredoo notes and agrees to the CRA's acceptance that removal of copper must be removed from the RIAO.**

### **Question 17**

*Do any respondent disagree on the basis for supervision and charging?*

- 4.77 The CRA will be aware that Ooredoo entered into the IAA with QNBN based on a number of facts and assumptions at that point in time. These included:
- 4.77.1 QNBN would only be a wholesale passive provider to only Ooredoo and Vodafone Qatar (VFQ), and other new Individual Licensees;
  - 4.77.2 QNBN would be building duct infrastructure that would be made accessible to Ooredoo under similar terms as the IAA and this has been clearly defined in the IAA;
  - 4.77.3 QNBN would essentially be considered as a long-term partner, under the auspices of the Government of Qatar;
- 4.78 It was under these factors and assumptions that the IAA provided what is a very light hand approach to supervision of activities undertaken by QNBN. Clearly, the factors and assumptions have proved to be incorrect. In addition, the RIAO will be available as a basis for seeking access to Ooredoo's infrastructure by any other licensee that has the right to do so under such license. This could include new entrants to the market, for which Ooredoo has no experience. It is therefore vital for Ooredoo to ensure that any and all work undertaken by an OLO is done under the supervision of Ooredoo staff or its contractors. Ooredoo's experience to date with the IAA, is that an OLO may and has, damaged Ooredoo's network where no supervision was provided. Furthermore, without supervision, Ooredoo is not aware of any additional damages made to the Ooredoo network which may only become apparent over time. Ooredoo does not wish to see similar damage occur to its network and therefore supervision is a vital component of the RIAO.
- 4.79 The cables inside the ducts may carry significant important traffic for Ooredoo's customers, some of which may be to enterprise customers with specific Service Level Agreements that Ooredoo may have with such customers; others may be carrying important Government communications which could be affected by the negligence of the OLO. Therefore the risks to Ooredoo in an OLO accessing Ooredoo's ducts are significant. In other instances, there are risks by simply opening manholes and leaving them open for an extended period of time, exposing Ooredoo's cables and posing a safety risk for the public at large. In other instances things like blockage clearance and interconnection are likely to pose significant risks, including possible civil infrastructure risks in the case of old man holes being interconnected.

- 4.80 It is for these reasons that any activity undertaken by an OLO that involves access to and manipulation of Ooredoo's network elements must be under the supervision of Ooredoo staff or its contractors.
- 4.81 For those activities that are likely to impact Ooredoo's network, including opening the manholes / joint boxes, physically moving joint enclosures or undertaking any rodding activities, as well as the more obvious interconnection and blockage clearance activities, Ooredoo supervision would be required and paid for by the OLO.
- 4.82 **Where an OLO only undertakes visual inspection without physically accessing and manipulating Ooredoo's network elements then supervision would be discretionary and would not be a charged for activity.**

### **Question 18**

*Do respondents disagree on the basis for RAR Fee?*

- 4.83 Ooredoo agrees, that based on the requirement for cost based rates, and cost causality principles that a RAR fee must be payable by the OLO.
- 4.84 As the CRA acknowledges, the main process of ordering and provision begins with a RAR (Route Access Request). The RAR refers to Areas for which an Area Access Requests has been already submitted by an OLO and approved by Ooredoo – it is therefore fair to include a RAR fee as proposed by Ooredoo.
- 4.85 Ooredoo believes the fee of QAR 15,000 as originally used for AAR is a sensible number to use as it covers all the activities associated with the processing of the RAR, including providing desk survey information, processing site survey visits, calculating available capacity, approving blockage clearance request or interconnection requests, processing provisioning requests (which may include evaluating premise access requests) and proposing provisioning plans, discussing with the OLO alternatives where implementation challenges are faced, inspecting and approving implementations. It should also be noted that this fee includes requests for Further Information, as may be required and provided for within the RIAO.
- 4.86 Ooredoo would also concur with the CRA, that with the RAR set at QAR 15,000, the fee for using the duct network elements should begin from the date of the Provision Request approval and not when the RAR was submitted, as was initially proposed.
- 4.87 **Ooredoo therefore agrees to a fee for each RAR, and for such fee to be QAR 15,000 and correspondingly, the usage fees to commence as at the date of approval of the provisioning request.**

### **Question 19**

*Do respondent agree that the approvals should be disconnected to ensure smoother processes and to avoid unreasonable delays caused by objections in one area based on lack of approvals in the other?*

- 4.88 The CRA appears to have failed to understand or appreciate the Road Opening (RO) process and its relationship with interconnection.
- 4.89 If a RO application is made on the basis that a road needs to be opened for interconnection of ducts, it makes no sense for the RO application to be approved while the interconnection is rejected and not possible for technical reasons. The RO application will be dependent on the interconnection request being approved. Otherwise, this will allow the OLO to simply open the road but conduct no further activity which is illogical.
- 4.90 **Ooredoo maintains its position that the RO process must be tied to the approval of an Interconnection Request.**

### **Question 20**

*Do the respondent agree that the Dictionary is complete and consistent with the other parts of the RIAO?*

- 4.91 **Ooredoo believes the dictionary is more or less complete, nevertheless, a few amendments are required, as has been explained by Ooredoo within Chapter 3.**

### **Question 21**

*Do respondent agree with this approach and with the values used?*

- 4.92 The use of probabilities by the CRA is akin to a game of dice. The values used by the CRA are not based on any evidence or international precedence. It is Ooredoo's view that the CRA must provide substantial evidence if it seeks to diverge from the SLAs that were agreed and which have applied within the IAA.
- 4.93 Ooredoo believes as is common in most SLA settings, for the service credits to be based on an average of the requests received within a given time period, and not based on any single request. This is common across almost all telecommunications services globally and is based on the recognition that the delivery of services are typically based on a 'standard distribution' over time and quantity, and to account for such distribution, an average is taken over a period of time, which correspondingly also accounts for an average of the quantities.
- 4.94 Ooredoo also disagrees with the CRA in stating that that 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".* As the CRA will surely be aware, a commercial entity must seek to balance risk and reward in order to deliver acceptable shareholder value. SLA credits introduce a significant element of risk for Ooredoo and must be balanced against the reward. It is similar to an organization taking out an insurance policy. An organization may pay for an insurance policy because it concludes that the risks that may emanate from a particular activity would materially damage the expected reward. The costs of that insurance must be factored into the price that is charged to customers. Would the CRA disallow Ooredoo in recovering the costs of various insurance and legal costs in the setting of retail rates for regulated services?

- 4.95 In fact the CRA statement is at odds with the whole concept of service level agreements and service credits. Organizations offer different levels of service levels, which are priced differently, largely based on two factors: the additional resources or investment required to deliver the superior SLA as well as the risks in having to pay service credits associated with that SLA.
- 4.96 For the CRA to claim that Ooredoo must simply accept the hardship is against the whole concept of SLAs and service credits. The matter is made worse, because Ooredoo's access charges for ducts is based on costs, which have not factored in the additional risks and liabilities of service credits.
- 4.97 Notwithstanding the above, Ooredoo also believes:
- 4.97.1 The implementation targets stated should allow for acceptable causes (such as force majeure) and external causes (such as OLO-related delay).
  - 4.97.2 The definitional level in the table needs further explanations e.g. are the quoted hours business hours or elapsed time? Are planned/emergency maintenance excluded?
- 4.98 **Ooredoo disagrees with the CRA's statement and insists that the SLAs that have been in operation within the IAA be set within the RIAO.**

## **Question 22**

*Do respondents agree that only the technical guidelines within the RIAO annexes are formally part of the RIAO and must be complied by the OLO?*

- 4.99 As a general comment, the CRA makes a claim, "given the relevance of the RIAO" without any real justification for the claim. Ooredoo however questions the relevance

of the RIAO, when an IAA exists. As is clearly evident from the CRA's activity to date, the whole concept of the RIAO appears to be driven by a desire to help QNBN rather than a regulatory remedy for the market.

- 4.100 Notwithstanding the above, Ooredoo agrees full heartedly that there must be a need for certainty and therefore the technical guidelines in Annex 8 must be integral to the RIAO.
- 4.101 Ooredoo also insists that the technical standards that are referred to within annex 8, and which are provided by Ooredoo to contractors on a separate CD, must also be an integral part of the RIAO.
- 4.102 Nevertheless, we understand the CRA concerns that an OLO would not wish to be bound by terms for which it has not seen fully visibility of. **Ooredoo therefore proposes that the technical standards that are contained within the separate CD be provided to the OLO prior to the formal acceptance within part one of the main RIAO document.**

### **Question 23**

*Do respondents find the Annex 8 including all the relevant technical guidelines needed for implementing the RIAO? If not, Respondents are invited to amend Annex 8.*

- 4.103 **Ooredoo believes Annex 8 has the required information, although the references to the other technical standards as contained within the separate CD must also be considered integral to the RIAO.**

### **Question 24**

*Do respondent agree with the additional approvals and forms in Annex 9, and are the provisions to ensure coverage of more than a few small tasks in each approval, sufficient?*

- 4.104 As Ooredoo have explained above, the matter of safety and security are measures that are designed to protect Ooredoo's network and to address national security concerns, which apply in a non-discriminatory manner to all contractors, whether they work for Ooredoo or an OLO.
- 4.105 Ooredoo has every right, under the Telecommunications Law to protect its network from harm, and therefore Ooredoo notes the CRA position that "Assuming such approvals are universal for all works in Ooredoo (not just for RIAO actions), then the Safety and Security additions are acceptable, also to be consistent with the application of the non-discrimination principle".

- 4.106 However, Ooredoo disagrees with the CRA position that the Safety and Security approvals can be made for a range of work and tasks – so that such forms are not needed for every small task.
- 4.107 Whilst the CRA claims that would be an excessive administrative burden – it goes against the CRA statement made earlier that as long as it is a universal concept, then the CRA would deem it acceptable.
- 4.108 Ooredoo would assert that the CRA cannot impose obligations on Ooredoo that would grant approvals for a range of tasks, when such practices have been designed to protect Ooredoo's network and as a matter of national security and which are applied in a non-discriminatory manner.
- 4.109 As Ooredoo has stated above, Ooredoo would expect the CRA to be held liable for any acts that cause harm to Ooredoo's network or its customers, and must itself either provide insurance for such instances, or provide a bond that would be called upon by Ooredoo to cover such incidents and fully indemnify Ooredoo against all damage, losses and consequential losses incurred as a result, including that of its customers, the SLA rebates that Ooredoo would need to provide to such customers, if the CRA seeks to impose any obligation that has the potential to cause harm Ooredoo's network and is contrary to article 21 of the Telecommunications Law.**

## Qnbn Response to the List of Questions

- Question 1 Do the Respondents find that the definition as amended by CRA are consistent with the Access Regulations?.....
- The document, as a whole, lacks synergy and consistency. It contains contradictions, incorrect numbering, incorrect referrals to clauses, terms and concepts undefined or definitions utilized incorrectly.
- Question 2 Should the sub-ducting service be part of the RIAO in the future? What are the pros and cons to have this Service included in the RIAO? If the Respondent is in favour or not in favour of that extension, it may provide CRA with the proposed amendments needed to the RIAO, technical specifications, processes, etc. This may be linked to the technical standards issues and technical feasibility (see for example 3.3.3) and Annex 8 of the RIAO Document. ....
- Sub ducts in the Ooredoo network are currently being utilized. The RIAO is meant to cover the whole access network which includes access to the drop network linking the customer premises. Access to the existing overhead network (poles) should also be part of the RIAO.
- Question 3 Do the Respondent agree with the Main Body wording on IAA termination and automatic transfer of IAA Services already provisioned to be then under the agreement based on the RIAO? .....
- Question 4 Do the Respondent agree on the transitional provisions envisaged by CRA to deal with Services, which are in the process of being provisioned upon the signature of an agreement based on the RIAO?.....
- Question 5 Are other transitional provisions needed for moving to an agreement based on the RIAO? If so, please specify the additional transitional provisions needed along with a proposal on how to deal with them. ....
- Response to Questions 3, 4 & 5:** Termination of IAA and moving to the RIAO should be optional. OLO should be given the freedom not to terminate the IAA. The CRA has provided Qnbn verbal assurance that Qnbn will have the freedom and flexibility to either remain under the auspices of the IAA Agreement or migrate to the RIAO.
- Question 6 Respondents are invited to comment on the clauses above along with proposed amendments to them as seen in the RIAO Document .....
- Qnbn feels this clause to be patently prejudicial to Qnbn giving Ooredoo unjustified discretion. The CRA should reject this clause.

- Question 7 Do the Respondents agree with the provision of this information and are any changes required for an OLO to plan its retail activities in a similar way as within Ooredoo? .....
- Question 8 Will it be sufficient to enable the OLO to plan its network sufficiently or is more required? .....

.....  
 Updating the Maps of the Areas requested by the OLO and accepted by Ooredoo quarterly is required by the OLO to select the network elements required to be accessed by the OLO in each RAR.

Without this updated information, the OLO will select routes based on old information (outdated) which may lead to selecting routes then discovering during the survey that these routes are not feasible. In such case Ooredoo will ask the OLO to resubmit a new RAR which means wasting of time, efforts and money which can be avoided by updating such information quarterly.

The circulated RIAO has ignored the concept of deeming provisions and should refer to the Qnbn RIAO for an appropriate deeming regime.

- Question 8 Do the Respondents agree with the approach to deemed approvals to address concerns of risks to the Ooredoo's Network? .....

.....  
 The deeming provisions to requests and actions excluding physical works on the network will help the OLO to move from one stage to the next one but will not result in any benefit to the OLO as the OLO will not be able to lay its cables and provide the service to its customers.

Qnbn is not unsympathetic to Ooredoo's fear that giving the OLO the right to do physical works in the network without prior approval; but this must be balanced in a manner that will maintain Ooredoo's and OLO's rights. Ooredoo's right to prior approve any physical work and OLO's right to provide service to its customer if Ooredoo is not responding to the OLO requests.

The CRA needs to recognize and be cognizant of the following: The OLO is continuously working on deploying its cable network inside Ooredoo ducts and boxes, the repeated nature of the fibre optic cable network deployment and that OLO employs only contractors from the approved contractor list; and knowing that actions that include physical work on the network (such as cable laying) are the majority of the work carried out under the RIAO and that OLO is managing its cable network deployment inside Ooredoo ducts and boxes on continuous basis without causing threats to Ooredoo network or danger the security of the same network; Qnbn suggests that 5% of the monthly requests that involve physical work on Ooredoo network, can be delayed by Ooredoo without being considered as deemed provisioned if Ooredoo notifies OLO that before the elapse of 3 days after expiry the specified SLA. If Ooredoo fails to notify OLO within 3 days of the expiry of the SLA that it is not approving physical access to the subject NE then the request will be deemed approved and OLO may proceed to next step. When notifying OLO with its intention not to approve physical access to certain NE(s);

Ooredoo must provide OLO with the expected date of granting such approval which should not exceed 30 days, in all cases.

In support of Qnbn's position on this issue is the fact that Qnbn has not caused any significant or service affecting damage to the Ooredoo network in all of the years it has operated under the IAA Agreement.

At the end of the day there is no justifiable reason to permit Ooredoo to do absolutely nothing. Approve, disapprove or have approval deemed to have taken place.

Question 9 Do the Respondents agree with the clause on Resolution of Disputes? .....

Conciliation and arbitration are viewed as just another step in the delay process for issue resolution. The CRA has responsibility for dispute resolution under the law and it should be the sole and final recourse for resolving disputes. Surely the CRA cannot convince itself that the way to resolving matters with the DSP is via conciliation.

Question 10 Do the Respondents agree that the Area should remain valid, once it is approved and that Ooredoo regular updates are reasonable so that the OLO can continue to use the area? .....

Qnbn concurs with having the AAR valid indefinitely once the OLO submit the first RAR within 90 days of the approval of the AAR. Also updating the maps of the Areas every 6 months seems reasonable.

Question 11 Do the Respondents agree, as shown in the RIAO Documents, that "new duct" infrastructure should be *not* reserved exclusively for Ooredoo?

Qnbn agrees that all ducts should be part of this RIAO without distinguishing between existing and new ducts.

Question 12 Do the Respondent considers the RIAO Document to be clear enough (specifically Annexes 1, 5 and 8) to allow some OLO freedoms in the technical solution yet does it ensure that legitimate Ooredoo concerns on the suitability of equipment are met? .....

These annexes do not serve any interests of the OLO and favor the incumbent. They should be reviewed and amended.

Question 13 Are the forms in **all Annexes** clear and are the lists of required information adequate, without excessive or unnecessary information demands? .....

These have been manipulated by Ooredoo to push some of their existing obligations under the IAA upon the OLO. Qnbn's comments are found in the attachments.

Question 14 What are the respondents' views on introducing an Automated system and what level of requests per month (typically: the numbers of RARs) would make the case for automated systems compelling? Expected volumes (current and/or forecasted) should be provided. CRA could then consider this as part of the final RIAO or support a push for the automation when the RIAO is working and volumes are sufficient.....

.....  
Qnbn believes automation should be viewed as a two level project:

Level 1: automating the RIAO processes by introducing electronic forms and automated workflow of the e2e process. Qnbn finds this essential for many reasons including accuracy, speed, eliminating possibilities of undelivered or unread emails, tracking, reports, statistics and SLA tracking and management, etc. This level should be achieved as soon as possible and can be a web-based application.

Level 2: integrating/interfacing the GIS systems of the OLO and Ooredoo together and to the automation system mentioned in level 1. This also is important but as a level 2 automation steps can be further explored when level 1 is achieved.

Question 15 What are the respondents' views of the definitions of the three types of access (planned, unplanned and emergency) and are the process definitions adequate in the RIAO?

Changes made in the operations manual have to have reciprocal obligations upon the OLO and incumbent. Operational requirements should be designed to protect both networks. Also, under the IAA Qnbn has greater flexibility to address network maintainance.

Question 16 Do any respondent disagree and are there *compelling* arguments for having any copper-removal obligations re-inserted?.....

Qnbn strenuously disagrees. Qnbn believes that, due to scarce nature of the duct infrastructure, attention should be given to how to make best utilization of this scare resources. Leaving the abandoned copper cables to occupy and prevent utilizing such scare resources is undesirable. Besides, the volume of the cooper cable is huge. The desire to remove copper should take place as Ooredoo has advertised near full coverage of Qatar with fiber. If copper is not addressed now the CRA will have missed the opportunity to provide for customer migration to fiber at the earliest possible date.

Question 17 Do any respondent disagree on the basis for supervision and charging? .....

.....  
Qnbn disagrees as it believes the quarterly lump sum supervision charges are the perfect approach, as it makes Ooredoo more reasonable and rational in selecting the activities that they believe should be supervised and not attend the ones that requires minimum or no supervision. Paying for the supervision on activity-by-activity basis will make Ooredoo request to supervise each and every activity and possibly multiple times, unnecessarily. One of the greatest concerns Qnbn has is with open ended processes which are susceptible to open ended charges which can quickly escalate out of hand.

An important issue will arise from applying the activity based approach which is: who will fairly decide how many supervision hours will be needed for each activity? And whether one supervisor would be enough or more are required?

If the activity based approach is to be applied then Qnbn suggests a “cap” for the maximum amount that can be charged quarterly or annually or; to calculate the supervision hours based on the route length i.e. if the PR involves laying L km of cables then the supervision hours must by  $f * L$  where f is a factor that should be calculated later (example 2 supervision hours per one Km of cable).

The CRA needs to understand once and for all that an open ended charging provision can result in QAR millions of charges imposed by Ooredoo.

**Question 18** Do respondents disagree on the basis for RAR Fee?  
The RAR Fee should be linked to the approach Qnbn has suggested be adopted adopted for supervision. Qnbn disagrees with a lump sum approach.

**Question 19** Do respondent agree that the approvals should be disconnected to ensure smoother processes and to avoid unreasonable delays caused by objections in one area based on lack of approvals in the other? .....

Qnbn agrees. ROs and IRs approvals should not be linked together as they are two different processes with different stakeholders.

The RO is between entities which require to do civil works and Ashghal through QPRO (not related to telecom service providers only), while the IR is specific process between the OLO and Ooredoo under the RIAO.

**Question 20** Do the respondent agree that the Dictionary is complete and consistent with the other parts of the RIAO? .....

Qnbn disagrees. Please see the attached red line dictionary annex.

**Question 21** Do respondent agree with this approach and with the values used? .....

Qnbn disagrees as the proposed annex for SLA's is meaningless having no enforcement tools, longer time frames than exist today under the IAA, all without compelling provisions for Ooredoo to comply. This annex is now completely in Ooredoo's favor with reduced SLA's, vague and incorrect formula's both for service credits and measurement cycles. Many of the activities covered in the RIAO are not captured in the SLA annex.

Question 22 Do respondents agree that only the technical guidelines within the RIAO annexes are formally part of the RIAO and must be complied by the OLO? .....

Qnbn agrees. However, the annex needs to be redrafted.

Question 23 Do respondents find the Annex 8 including all the relevant technical guidelines needed for implementing the RIAO? If not, Respondents are invited to amend Annex 8.....

Annex 8 requires amendment. Please refer to the submitted red-line.

Question 24 Do respondent agree with the additional approvals and forms in Annex 9, and are the provisions to ensure coverage of more than a few small tasks in each approval, sufficient? .....

.....  
.....  
Qnbn agrees with the CRA's view that such forms are not needed for every small task as this is an excessive administrative work which is not required specially that the OLO is using an approved contractor by Ooredoo which is following Ooredoo safety and security procedures; otherwise the contractor will not be approved by Ooredoo. In Qnbn's view Annex 9 is unwarranted and unnecessary and should be removed.

13 October 2015

Mr. Mohammed Al Mannai  
President  
Communications Regulatory Authority  
P.O. Box 23404  
Doha, Qatar

Dear Mr. Al Mannai,

### **Reference Infrastructure Access Offer of Ooredoo (“RIO”)**

Vodafone Qatar Q.S.C. (“**Vodafone**”) refers to the CRA’s consultation document on the above matter dated 14 September 2015 (CRA 2015/09/14A). Vodafone thanks the CRA for the opportunity to provide input to this RIO.

As the CRA is aware, Vodafone does not currently have a duct access arrangement with Ooredoo. As such, throughout the formulation of the RIO, Vodafone has sought the views of Qnbn as the stakeholder that has the most significant relevant experience in this market.

Vodafone understands that Qnbn is concerned by the latest iteration of the RIO and considers that the existing commercial arrangement in place between Qnbn and Ooredoo may be more beneficial for Qnbn than the RIO. This echoes concerns that Vodafone has expressed with regard to the Reference Offers for transmission and interconnection. This should be a significant concern for the CRA, particularly given its purported focus on wholesale regulation and an absence of any meaningful competition in fixed line markets in spite of the issue of a Public Fixed Telecommunications Networks and Services License to Vodafone in 2010 and the creation of a national broadband network company in 2011.<sup>1</sup>

The RIO exercise should be guided by the Telecommunications Law 2006 at Article 24 which requires that “in similar situations a dominant service provider must apply the same terms and conditions to all service providers obtaining interconnection and access. The dominant service provider must also provide interconnection and access to all service providers on the same terms and quality that it provides to itself or any of its affiliates”. In the current context this principle may be considered in the following ways:

- (a) the RIO should be amended to the extent that it is considered by Qnbn to be a more effective agreement than the existing IAA. To not do so would mean that Vodafone, which intends to avail itself of the RIO will not be receiving duct access on the same terms and conditions. Not only will this be operationally complex but could affect competitive dynamics and would not give effect to the requirements of Article 24 of the Telecommunications Law;
- (b) the definition of Duct should include ducts built, owned, leased and/or operated by Ooredoo regardless of the diameters as per the CRA’s proposal;
- (c) subducts should be included in the scope of the service to the extent the Ooredoo uses subducts or should reasonably use subducts in order to facilitate more effective/efficient use of ducts;
- (d) Ooredoo should not be allowed to impose technical limitations upon OLOs that it does not apply to itself including the 6 cables rule and the limitation on the number of closures in different Joint Box types;

Vodafone is aware that Qnbn has provided detailed comment in order to address the issues above and a significant number of other issues. It is critical that the CRA take these on board rather than seeking to

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<sup>1</sup> See for example “Regulating for the Future” CRA presentation released in June 2014.

negotiate an outcome that is considered by Ooredoo to be acceptable. In circumstances where there were complementary wholesale products such as dark fibre (which for reasons not shared with the industry was removed from the scope of the passive offer) or bitstream/VULA (which was on the CRA's "Regulating for the Future" roadmap provided in June 2014 to be completed by Q1 2015 but has not been started) the terms of duct access would perhaps not be so critical. However, in light of the current lack of complementary services the quality of the agreement takes on greater significance.

Please see below for responses to the specific questions posed. As noted above, Vodafone does not have a detailed knowledge of the agreement and processes and has not been involved in the discussions held between Ooredoo, Qbn and the CRA and will thus not comment on all questions. We do however, urge the CRA to apply the equivalence principle provided for in Article 24 when it is in doubt as to the approach to take on various matters.

Yours sincerely



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Number	Question	Vodafone Response
1	Do the Respondents find that the definition as amended by CRA are consistent with the Access Regulations?	Yes
2	Should the sub-ducting service be part of the RIAO in the future? What are the pros and cons to have this Service included in the RIAO? If the Respondent is in favour or not in favour of that extension, it may provide CRA with the proposed amendments needed to the RIAO, technical specifications, processes, etc. This may be linked to the technical standards issues and technical feasibility (see for example 3.3.3) and Annex 8 of the RIAO Document.	Given that subducts can be useful to more effectively manage scarce space Vodafone considers that the scope should include subducts.
3	Do the Respondent agree with the Main Body wording on IAA termination and automatic transfer of IAA Services already provisioned to be then under the agreement based on the RIAO?	Vodafone does not have an existing agreement and therefore has no comment to make.
4	Do the Respondent agree on the transitional provisions envisaged by CRA to deal with Services, which are in the process of being provisioned upon the signature of an agreement based on the RIAO?	See above.
5	Are other transitional provisions needed for moving to an agreement based on the RIAO? If so, please specify the additional transitional provisions needed along with a proposal on how to deal with them.	See above.

6	Respondents are invited to comment on the clauses above along with proposed amendments to them as seen in the RIAO Document	Vodafone assumes that the OLO contractors are approved contractors working with approved materials. Vodafone agrees with the CRA's contention that Ooredoo's proposal allows an unnecessary opportunity for Ooredoo to block OLO activities and should therefore be excluded.
7	Do the Respondents agree with the provision of this information and are any changes required for an OLO to plan its retail activities in a similar way as within Ooredoo?	Vodafone agrees with the CRA that sharing this information gives effect to the non-discrimination principle. Furthermore, to not do so provides Ooredoo with a significant amount of information about the activities of an OLO while claiming that its own similar activities are commercially sensitive.
8.1	Will it be sufficient to enable the OLO to plan its network sufficiently or is more required?	To give effect to non-discrimination principle Ooredoo's wholesale department should notify OLO's when Ooredoo's retail arm is notified of network changes.
8.2	Do the Respondents agree with the approach to deemed approvals to address concerns of risks to the Ooredoo's Network?	Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.
9	Do the Respondents agree with the clause on Resolution of Disputes?	Yes.
10	Do the Respondents agree that the Area should remain valid, once it is approved and that Ooredoo regular updates are reasonable so that the OLO can continue to use the area?	Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.
11	Do the Respondents agree, as shown in the RIAO Documents, that "new duct" infrastructure should be <i>not</i> reserved exclusively for Ooredoo?	There is no rationale for considering that all new ducts should be considered differently from existing ducts. Article 24 of the Telecommunications Law does not exclude newly built infrastructure nor does the relevant market definition under which Ooredoo has been designated as dominant.

12	Do the Respondent considers the RIAO Document to be clear enough (specifically Annexes 1, 5 and 8) to allow some OLO freedoms in the technical solution yet does it ensure that legitimate Ooredoo concerns on the suitability of equipment are met?	Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.
13	Are the forms in <b>all Annexes</b> clear and are the lists of required information adequate, without excessive or unnecessary information demands?	Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.
14	What are the respondents' views on introducing an Automated system and what level of requests per month (typically: the numbers of RARs) would make the case for automated systems compelling? Expected volumes (current and/or forecasted) should be provided. CRA could then consider this as part of the final RIAO or support a push for the automation when the RIAO is working and volumes are sufficient.	Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.
15	What are the respondents' views of the definitions of the three types of access (planned, unplanned and emergency) and are the process definitions adequate in the RIAO?	Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.
16	Do any respondent disagree and are there <i>compelling</i> arguments for having any copper-removal obligations re-inserted?	Vodafone considers that copper removal obligations should be considered. Access to ducts is regulated because ducts are bottleneck infrastructure – in order to provide sufficient capacity for all access seekers the ability to have copper removed would appear to be an important means of making capacity available.
17	Do any respondent disagree on the basis for supervision and charging?	Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.
18	Do respondents disagree on the basis for RAR Fee?	Vodafone defers to Qnbn's views on this matter as it has appropriate

		operational experience.
19	Do respondent agree that the approvals should be disconnected to ensure smoother processes and to avoid unreasonable delays caused by objections in one area based on lack of approvals in the other?	Yes.
20	Do the respondent agree that the Dictionary is complete and consistent with the other parts of the RIAO?	Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.
21	Do respondent agree with this approach and with the values used?	Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.
22	Do respondents agree that only the technical guidelines within the RIAO annexes are formally part of the RIAO and must be complied by the OLO?	Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.
23	Do respondents find the Annex 8 including all the relevant technical guidelines needed for implementing the RIAO? If not, Respondents are invited to amend Annex 8.	Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.
24	Do respondent agree with the additional approvals and forms in Annex 9, and are the provisions to ensure coverage of more than a few small tasks in each approval, sufficient?	Vodafone defers to Qnbn's views on this matter as it has appropriate operational experience.