



Access and Interconnection Regulation

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Contents

CHAPTER ONE - DEFINITIONS AND GENERAL PROVISIONS	1
<i>PART ONE – DEFINITIONS</i>	1
<i>PART TWO - GENERAL PROVISIONS</i>	4
Principles of Access and Interconnection	4
Obligation to Provide Interconnection	4
Obligation to Provide Access to Certain Physical Infrastructure and Other Facilities	5
Requests for the Provision of Access and Interconnection	5
A&I Agreements	6
Confidentiality of Information	6
Amendment of Annexes	7
CHAPTER TWO - PRINCIPLES APPLICABLE TO REGULATED AND UNREGULATED A&I SERVICES	8
<i>PART ONE - PRINCIPLES APPLICABLE TO UNREGULATED A&I SERVICES</i>	8
Obligation to Negotiate and Provide Interconnection	8
Obligation to Provide Access	8
Non-Discrimination Obligation	8
Notification of A&I Agreement to the Authority for Approval	9
<i>PART TWO - PRINCIPLES APPLICABLE TO REGULATED A&I SERVICES</i>	10
<i>First: Obligations that shall Automatically Apply to the Provision of Regulated A&I Services</i>	10
Obligation to Negotiate and Provide Access and Interconnection	10
Pricing	10
Information Security Safeguards	11
Non-Discrimination	11
<i>Second: Discretionary Service Specific Obligations</i>	11
<i>Third: Access and Interconnection Agreements where Preparation of a RAIO is not Mandated</i>	11
<i>Fourth: Access and Interconnection Agreements where Preparation of a RAIO is Mandated</i>	13
CHAPTER THREE – REFERENCE ACCESS AND INTERCONNECTION OFFER (RAIO)	15
<i>PART ONE - STRUCTURE AND MINIMUM CONTENT OF THE RAIO</i>	15
<i>PART TWO - PROCEDURES FOR RAIO DEVELOPMENT AND APPROVAL</i>	16
<i>PART THREE - PROCEDURES FOR MODIFICATION OF AN APPROVED RAIO</i>	20
CHAPTER FOUR - RESOLUTION OF DISPUTES RELATED TO A&I AGREEMENTS	21
<i>PART ONE - RESOLUTION OF DISPUTES BY MEDIATION</i>	21
<i>PART TWO - BILLING DISPUTES</i>	23
CHAPTER FIVE – PENALTIES	24
Annex (1) - Structure and Minimum Content of the RAIO	27
Annex (2) - Discretionary Service Specific Obligations	37
Annex (3) - Service Annexes	41
Annex (3.1) - Fixed Interconnection Services	42

Annex (3.2) - Mobile Interconnection Services	51
Annex (3.3) - Fixed Wholesale Access Services	58
Annex (3.4) - National Roaming Services	69
Annex (3.5) - Mobile Access Services	79
Annex (4) - Retail-minus Pricing Methodology	88
Annex (5) - Ex-post Margin Squeeze Test	92

CHAPTER ONE
DEFINITIONS AND GENERAL PROVISIONS

PART ONE
DEFINITIONS

Article 1: In the application of the provisions of this Regulation, the words and expressions contained herein shall have the same meanings set out in the Telecommunications Regulatory Act and the Executive Regulation. The following words and expressions shall have the meanings set opposite to them:

- (i) Access – means the making available of facilities or services, including Ancillary Services, by a Providing Party to an Eligible Party under defined conditions for the purpose of providing Telecommunications Services;
- (ii) Access Agreement – means an agreement concluded between a Providing Party and an Eligible Party for the provision of Access Services;
- (iii) Access Service – means a service supplied, pursuant to an Access Agreement, by a Providing Party to an Eligible Party facilitating Access;
- (iv) A&I Agreement – means an agreement concluded between a Providing Party and an Eligible Party for the provision of Interconnection Services or Access Services, or both, as indicated by the context;
- (v) A&I Service – means a service supplied, pursuant to an A&I Agreement, by a Providing Party to an Eligible Party facilitating Access or Interconnection, or both, as indicated by the context;
- (vi) Ancillary Service – means a service that is associated with or incidental to the provision of an A&I Service, particularly including operational support systems used for service ordering, delivery, maintenance, repair etc.;
- (vii) Automatic Obligation – means an obligation imposed on a Dominant Licensee pursuant to the provisions of this Regulation;
- (viii) Beneficiary – means a person requesting or in receipt of a Telecommunications Service, provided by a Licensee, for its own use and not for the provision of a Public Telecommunications Service;
- (ix) Billing Dispute – means a dispute that relates to the amount that is invoiced by the Providing Party for the provision of an A&I Service in accordance

- with an A&I Agreement, and that does not concern the underlying charging methodology used for calculating the amount invoiced;
- (x) Billing Period – means the reference period with respect to which charges for the provision of an A&I Service are calculated in accordance with an A&I Agreement;
 - (xi) Discretionary Service Specific Obligation – means a discretionary obligation that may be imposed by the Authority on a Dominant Licensee pursuant to the provisions of this Regulation;
 - (xii) Eligible Party – means a party entitled to obtain an A&I Service in accordance with this Regulation, any other regulation, order, decision, direction or other instrument issued by the Authority;
 - (xiii) Equivalence of Input – means the provision of a Regulated A&I Service by a Dominant Operator to all Requesting Parties, including the Dominant Operator’s own Retail Business Operation, under the same timescales, terms and conditions (including price and service levels), by means of the same systems and processes, and subject to the provision of the same technical and commercial information;
 - (xiv) Interconnection Agreement – means an agreement concluded between two Public Telecommunications Licensees for the provision of Interconnection Services;
 - (xv) Interconnection Service – means a service supplied, pursuant to an Interconnection Agreement, by a Providing Party to an Eligible Party facilitating Interconnection;
 - (xvi) Licensee – means a licensee of Public Telecommunication Services;
 - (xvii) Non-Active Network Elements – means certain civil engineering and non-active elements of a wireless Telecommunications Network, including, masts, towers and poles;
 - (xviii) Providing Party – means a Public Telecommunications Licensee providing A&I Service, or the Licensee that has received a request from a Requesting Party in conformity with the relevant provisions of this Regulation to provide an A&I Service;
 - (xix) Regulated Access Service – means an Access Service that falls within a relevant Telecommunications Service market characterised by market dominance and is provided by a dominant Public Telecommunications Licensee in that market, as determined by the Authority;

- (xx) Regulated Interconnection Service – means an Interconnection Service that falls within a relevant Telecommunications Service market characterised by market dominance and is provided by a dominant Public Telecommunications Licensee in that market, as determined by the Authority;
- (xxi) Requesting Party – means an Eligible Party making a request pursuant to the provisions of this Regulation for a given A&I Service from a Providing Party;
- (xxii) Retail Business Operation – means the downstream customer-facing operations of a Dominant Licensee, whether or not operated as a separate unit or subsidiary;
- (xxiii) System – means any equipment, device, software program, firmware program that is used for the provision or receipt of an A&I Service; and
- (xxiv) Wholesale Customer – means an Eligible Party already in receipt of an A&I Service pursuant to an Agreement approved by the Authority.

PART TWO ***GENERAL PROVISIONS***

Principles of Access and Interconnection

Article 2: The following principles shall be considered for the application of the provisions of this Regulation:

- (i) Interconnection between all Public Telecommunications Networks in the Sultanate shall ensure any-to-any communications and connectivity between Beneficiaries;
- (ii) A&I Services shall be provided on an equal and non-discriminatory basis to similar Requesting Parties and Wholesale Customers;
- (iii) Sustainable competition and investment in the Telecommunications sector shall be promoted;
- (iv) Provision of high quality, innovative and ubiquitous Telecommunications Services at a reasonable cost shall be facilitated;
- (v) Interests of Beneficiaries with regard to the price, availability and quality of Telecommunications Services shall be safeguarded; and
- (vi) Ubiquitous deployment and availability of Internet services, and particularly high speed broadband access shall be facilitated.

Obligation to Provide Interconnection

Article 3: All Licensees are obligated to provide Interconnection Services in accordance with the provisions of this Regulation.

Article 4: All Interconnection Agreements must facilitate end-to-end connectivity by ensuring that any Public Telecommunications Licensee is able to terminate a call or other Public Telecommunications Service on any Public Telecommunications Network.

Article 5: Interconnection must be made available by all Public Telecommunications Licensees at any point on a Public Telecommunications Network, unless the Authority determines, based on a justifiable request by the Providing Party, that Interconnection at that point would:

- (i) not be technically or economically feasible;
- (ii) be disproportionate; or
- (iii) compromise the security or integrity of the Public Telecommunications Network.

Obligation to Provide Access to Certain Physical Infrastructure and Other Facilities

Article 6: A Public Telecommunications Licensee shall, upon reasonable and valid request, be obligated to negotiate and provide a Requesting Party with Access in respect of the following facilities over which it has ownership, unless the Authority determines, based on a justifiable request by the Providing Party, that the provision of such Access is not technically or economically feasible:

- (i) Non-Active Network Elements;
- (ii) in-building wiring; and
- (iii) any other Infrastructure that the Authority determines to be essential to the provision of Telecommunications Services, and which is not technically or economically feasible to replicate.

Article 7: The Providing Party shall, in any of the cases stated in Article (6), be free to negotiate reasonable commercial terms and conditions with a Requesting Party, provided that these terms and conditions are not contrary to the interests of Beneficiaries or otherwise contrary to the provisions of this Regulation.

Requests for the Provision of Access and Interconnection

Article 8: Any request for the Provision of Access and Interconnection shall be reasonably specific and made in writing, and shall contain the minimum technical details necessary to enable the Licensee to act upon it.

Article 9: A Requesting Party shall not be obligated to provide the same Regulated A&I Service to a Dominant Operator under the same terms and conditions which Dominant Operator is obligated to provide, unless reciprocity is specifically mandated in this A&I Regulation, or otherwise required by the Authority.

A&I Agreements

Article 10: Negotiations of an A&I Agreement shall commence from the date when a Providing Party receives a reasonable and valid request from the Requesting Party for the provision of A&I services pursuant to the relevant provisions of this Regulation. If the parties fail to conclude the A&I Agreement within three (3) months of commencing the negotiations, either party can refer the dispute for a binding resolution to the Authority.

Article 11: Unless otherwise agreed upon by the parties, the provision of A&I Services that are subject to an A&I agreement shall be undertaken by the Providing Party no later than thirty (30) days from the effective date of the A&I Agreement.

Article 12: An A&I Agreement approved by the Authority shall not be terminated or amended without the prior approval of the Authority pursuant to this Regulation.

Article 13: Parties to an A&I Agreement shall modify any terms and conditions of the Agreement if, following consultation with such parties, the Authority deems it:

- (i) contrary to the Act;
- (ii) contrary to any regulation, order, decision, direction or other instrument issued by the Authority, or any relevant license condition;
- (iii) contrary to the interests of Beneficiaries or the general public; or
- (iv) detrimental to fair competition.

Article 14: The Providing Party shall provide the Authority with a signed copy of the A&I Agreement within five (5) days of its signature.

Article 15: All A&I Agreements, excluding the A&I Agreements where the RAIO is mandated, shall be subject to the provisions set out in Articles 33, 34, 35, 36 and 37.

Confidentiality of Information

Article 16: The Providing Party, Requesting Party and the Wholesale Customer shall take all reasonable and necessary measures to ensure that any business proprietary or confidential information obtained in relation to the negotiation, provision or receipt of an A&I Service, is collected, processed and stored in a secure manner so as to:

- (i) protect the confidentiality of such information; and

- (ii) limit access to such information to personnel or contracted parties with a legitimate need to utilise that information.

Article 17: The Providing Party shall not use any business proprietary or confidential information, including customer's confidential information, obtained from a Requesting Party or a Wholesale Customer for any reason other than to provide the requested A&I Service. In particular, the Providing Party shall not use such information for the purpose of providing a commercial advantage to itself or to its Retail Business Operation.

Amendment of Annexes

Article 18: Amendment of the Annexes attached to this Regulation shall be made by a decision from the Authority, following the conclusion of a market review or the issuance of any measures establishing the ex-ante regulatory remedies with respect to the provision of a Regulated A&I Service, after the relevant parties are enabled to comment on the Authority's proposal pursuant to the procedure specified by the Authority.

CHAPTER TWO
PRINCIPLES APPLICABLE TO REGULATED AND UNREGULATED
A&I SERVICES

PART ONE
PRINCIPLES APPLICABLE TO UNREGULATED A&I SERVICES

Obligation to Negotiate and Provide Interconnection

Article 19: A Non-Dominant Operator shall be obligated to negotiate and provide the Unregulated Interconnection Service to the Requesting Party. Negotiations shall be carried out by both parties in good faith.

Article 20: The charges for the provision of an Unregulated Interconnection Service shall be set out in the Interconnection Agreement. Such charges shall be reasonable and clearly stated. Such charges shall be considered reasonable if they are no higher than those approved by the Authority for the provision of Regulated Interconnection Services that are of the same or similar nature, or if the Non-Dominant Operator furnishes convincing evidence in the form of cost data that a higher charge is justified, as determined by the Authority.

Obligation to Provide Access

Article 21: A Non-Dominant Operator shall negotiate in good faith to provide a Requesting Party with Access Service in respect of the facilities in its ownership pursuant to the provisions set out in Article 6 of this Regulation and shall be free to negotiate in good faith and provide other Access services not listed in Article 6. The charges for the provision of an Unregulated Access Service shall be set out in the Access Agreement. Such charges shall be reasonable and clearly stated.

Non-Discrimination Obligation

Article 22: A Non-Dominant Operator shall, when negotiating and providing an Unregulated A&I Service, treat all Requesting Parties and Wholesale Customers in an equal and non-discriminatory manner.

Notification of A&I Agreement to the Authority for Approval

Article 23: All A&I Agreements concluded under this Part shall be subject to the

provisions set out in Articles 12, 32, 33, 34, 35, 36 and 37.

PART TWO
PRINCIPLES APPLICABLE TO REGULATED A&I SERVICES

First: Obligations that shall Automatically Apply to the Provision of Regulated A&I Services

Article 24: A Dominant Operator shall be subject to the Automatic Obligations that are set out in the following articles for the provision of any Regulated A&I Service, unless the Authority issues a specific exemption order relevant to a particular Regulated A&I Service.

Obligation to Negotiate and Provide Access and Interconnection

Article 25: A Dominant Operator shall negotiate in good faith and enter into an A&I Agreement to provide a Requesting Party with a Regulated A&I Service upon reasonable and valid request. The Requesting Party shall notify the Authority with a copy of the request. A request shall be deemed reasonable and valid if it:

- (i) relates to services contained in an approved RAIO and sets out, at a minimum, the information required in that RAIO, where the RAIO is mandated.
- (ii) is made to the Dominant Operator in writing in accordance with the timescales and procedures established in the approved RAIO, where the RAIO is mandated.
- (iii) contains the minimum technical details necessary to enable the Dominant Operator to act upon it.

Pricing

Article 26: The price for each Regulated A&I Service shall be set in accordance with the pricing methodology established under the relevant service specific obligation in the manner specified in the Service Annexes attached to this Regulation.

Article 27: The price charged for a Regulated A&I Service, subject to a RAIO obligation, shall be set out in separate service-specific schedules that shall be appended to the RAIO.

Information Security Safeguards

Article 28: A Dominant Operator shall take all the necessary measures to prohibit personnel involved in the planning, marketing or sales of its Retail Business Operation from gaining access to business proprietary or Customer Confidential Information obtained from any Requesting Party or Wholesale Customer.

Non-Discrimination

Article 29: A Dominant Operator shall ensure that Regulated A&I Services are provided in a comparable manner in terms of feature-functionality, quality of service levels, operational support and price to all similar Wholesale Customers, including its own Retail Business Operation, partners and/or affiliates in accordance with the directions of the Authority.

Article 30: A Dominant Operator that does not have its own Retail Business Operation shall ensure that Regulated A&I Services are provided in a comparable manner to all similar Wholesale Customers in terms of feature-functionality, quality of service levels, operational support and price, and in accordance with any directions or requirements of the Authority.

Second: Discretionary Service Specific Obligations

Article 31: In addition to the Discretionary Obligation that shall apply in respect of the provision of a specific Regulated A&I Service, as set out in the Service Annexes under Annex (3) attached to this Regulation, the Authority may impose one or more Discretionary Service Specific Obligations in respect of a specific Regulated A&I Service by choosing any of the Discretionary Obligations set out in Annex (2) attached to this Regulation and add it to the Service Annexes set out in Annex (3) under this Regulation. The Authority may also impose any other obligation by issuing orders, decisions, determination or guidelines for this purpose.

Third: Access and Interconnection Agreements where Preparation of a RAIO is not Mandated

Article 32: A Dominant Operator providing a Regulated A&I Service that is not subject to a RAIO obligation shall negotiate in good faith with a Requesting Party for the conclusion of such A&I Agreement pursuant to the provisions of the following articles.

Article 33: An A&I Agreement signed between the parties shall be notified to the Authority by the Dominant Operator. The Authority will review the A&I agreement

within forty five (45) days of its receipt, and it shall come into force from the day following the approval date.

Article 34: The Authority may, within the forty five (45) day review period referred to in the preceding Article, request either party of the A&I Agreement to provide any information that is considered necessary for the purposes of reviewing the A&I Agreement. This period will re-commence each time the Authority makes a request for information in this manner. Parties to an A&I Agreement shall furnish the Authority with all of the requested information within the specified timeframe.

Article 35: The Authority may decide not to approve the A&I Agreement if it determines that it is:

- (i) contrary to the Act;
- (ii) contrary to this Regulation or any other regulation, order, decision, direction or other instrument issued by the Authority, or any relevant license condition;
- (iii) contrary or detrimental to the interests of the Beneficiaries or the general public; or
- (iv) detrimental to fair competition.

The Authority shall inform the parties of the reasons for its decision and may direct either party or both parties to make specific amendments to the A&I Agreement within a given timeframe.

Article 36: The Dominant Operator shall publish the A&I Agreement approved by the Authority on the Dominant Operator's website on the first day following the date of its approval, and shall ensure that all business proprietary information, Customer Confidential Information and/or security sensitive information is redacted prior to such publication upon approval of the Authority.

Article 37: The provisions of Articles 12, 33, 34, 35 and 36 shall apply for termination and any amendment to an A&I Agreement which is approved by the Authority. The Authority will review and approve the amended Agreement within thirty (30) days of its receipt.

Fourth: Access and Interconnection Agreements where Preparation of a RAIO is Mandated

Article 38: Following approval of the RAIO, an Eligible Party may submit a reasonable and valid request to the Dominant Operator for the provision of Access and Interconnection Services pursuant to the terms and conditions of the approved RAIO.

Article 39: The Dominant Operator shall negotiate in good faith with a Requesting Party to enter into an A&I Agreement that conforms to the approved RAIO upon the receipt of a reasonable and valid request from the Requesting Party.

Article 40: The provisions of Articles 12, 33, 34, 35 and 36 of this Regulation shall apply for procedures to review and approving an A&I Agreement concluded in conformity with the approved RAIO. These provisions shall also apply for termination and any amendment to an A&I Agreement which is approved by the Authority. The Authority will review and approve the amended A&I Agreement within 30 days of its receipt.

Article 41: Any pre-existing A&I Agreement concluded for the provision of a Regulated A&I Service, subject to a RAIO obligation, shall remain in effect pending conclusion of a new A&I Agreement pursuant to the subsequently approved RAIO. The new A&I Agreement must be concluded in this manner within two (2) months of the approval of the RAIO.

Article 42: If a dispute relating to the negotiation of a new A&I Agreement pursuant to the preceding Article of this Regulation is referred to the Authority for resolution under the Dispute Resolution Regulation (“DRR”), the Authority may, pending resolution of this dispute:

- (i) require that the negotiating parties continue to perform their obligations under the pre-existing A&I Agreement; or
- (ii) establish interim provisions governing the supply of the A&I Service in question that would replace the pre-existing A&I Agreement.

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

CHAPTER THREE
REFERENCE ACCESS AND INTERCONNECTION OFFER (RAIO)

PART ONE
STRUCTURE AND MINIMUM CONTENT OF THE RAIO

Article 44: A Dominant Operator providing a Regulated A&I Service that is subject to a RAIO obligation shall develop a reference offer that conforms to the requirements of Annex (1) relating to the structure and minimum content of the RAIO. Such RAIO shall be template for the A&I Agreements in respect of Regulated A&I Services. A Dominant Operator may request an exception from one or more of the requirements of a Regulated A&I Service if:

- (i) the request in no way conflicts with the relevant service specific obligations.
- (ii) the Dominant Operator can demonstrate that the requirement in question is not relevant to a specific Regulated A&I Service with respect to which a RAIO obligation applies.

Article 45: The requirements of the structure and minimum content of the RAIO relating to a specific A&I Service shall be specified by the Authority in:

- (i) the Service Annexes.
- (ii) any order, decision, determination or other instrument issued by the Authority.

PART TWO
PROCEDURES FOR RAIO DEVELOPMENT AND APPROVAL

Article 46: The RAIO shall be developed and approved in accordance with the procedure established under this Regulation. The Authority may, in accordance with the exigencies of the public interest, modify the timeframes of the RAIO development and approval procedures by any order, decision or determination it issues in this regard.

Article 47: A Dominant Operator providing a Regulated A&I Service subject to a RAIO obligation shall submit to the Authority, within the time period specified by the Authority, a first draft of the RAIO that fully meets the minimum scope, content and format requirements set out in this Regulation. With regards to RAIOs due to be submitted immediately after the provisions of this Regulation come into force, the First Draft RAIO shall be submitted to the Authority no later than thirty (30) days after the A&I Regulation takes effect.

Article 48: The First Draft RAIO shall include proposed charges for the Regulated A&I Services subject to the RAIO obligation, and shall be supported with sufficient information such as service cost models and associated documentation, demonstrating the Dominant Operator's compliance with the pricing related requirements of this Regulation and its Annexes.

Article 49: The submission of the First Draft RAIO to the Authority shall be accompanied by a letter signed by the CEO or a member of the senior management of the Dominant Operator attesting that the First Draft RAIO fully meets the minimum scope, content and format requirements set out in this Regulation.

Article 50: The Authority shall review the First Draft RAIO submitted by the Dominant Operator to determine whether it meets the minimum scope, content and format requirements set out in this Regulation.

Article 51: If the Authority determines that the First Draft RAIO fails to meet the requirements referred to in Article 50, the Dominant Operator shall modify the First Draft RAIO in the manner prescribed by the Authority and within the timeframe specified by it.

Article 52: The Dominant Operator shall publish the First approved Draft RAIO for consultation (in Word and PDF format) in a prominent place on its website no later

than two (2) days from the date of its notification of the First Draft RAIO approval by the Authority.

Article 53: The Authority shall initiate a consultation process on the First Draft RAIO following its publication by the Dominant Operator in a prominent place on its website.

Article 54: Any party may submit written comments on the First Draft RAIO under consultation to the Dominant Operator and the Authority within the time period prescribed by the Authority and in accordance with the procedures set out by it.

Article 55: The written comments shall be related to those aspects of the First Draft RAIO that:

- (i) could make the RAIO unworkable or difficult to perform in practice;
- (ii) could prevent or hamper competition;
- (iii) could be detrimental to Beneficiaries or the public; or
- (iv) are in contravention of the Act, this Regulation, any other regulation, order, decision, direction or other instrument issued by the Authority, or any relevant license condition.

Article 56: The written comments shall reference the relevant part and clause of the First Draft RAIO to which they relate and shall detail the reasons for any objections and/or proposed modifications. The commenting party shall provide a red-line marked-up electronic version of the First Draft RAIO in Word showing any proposed amendments.

Article 57: The Authority may provide its own comments on the First Draft RAIO to the Dominant Operator in writing, taking into account:

- (i) any relevant sector policies;
- (ii) the Act, this Regulation, any other regulation, order, decision, direction or other instrument issued by the Authority, or any relevant license condition.
- (iii) international best practice;
- (iv) the interests of Beneficiaries and the general public; or

- (v) the existence of any unreasonable or unjustifiable differences between the provisions of RAIOs covering the same Regulated A&I Services that are subject to a RAIO obligation.

Article 58: The Dominant Operator shall give full consideration to all comments received, and shall within fifteen (15) days of the expiry of the time period prescribed by the Authority for the submission of such comments, submit to the Authority:

- (i) a detailed reply to all of the comments in tabular form, summarising each objection or proposed modification, and the justification for same; and
- (ii) a revised version of the First Draft RAIO (the “Second Draft RAIO”) accurately reflecting:
 - a. any comments provided by the Authority; and
 - b. any written comments provided during the consultation process that are considered feasible and appropriate.

Article 59: The Dominant Operator shall provide the Second Draft RAIO to the Authority in clean and red-line versions (with the latter indicating all modifications proposed by the Dominant Operator to the First Draft RAIO) in both Word and PDF format.

Article 60: Based on its review of the Second Draft RAIO, the Authority may decide to:

- (i) approve it as the approved RAIO;
- (ii) direct that the Dominant Operator make whatever modifications that the Authority deems are necessary. In such a case, the Dominant Operator shall submit a modified version (the “Final Draft RAIO”) in exactly the same manner as directed by the Authority within thirty (30) days of receipt of such direction to be approved by the Authority; or
- (iii) direct specific questions to the Dominant Operator or any of the commenting parties for the purpose of determining the disposition of any unresolved issues, specifying a timeframe for the submission of responses to such questions.

Article 61: The Authority may, following consideration of the responses to the specific questions referred to in clause (iii) above, decide the following:

- (i) approve it as the approved RAIO; or
- (ii) direct that the Dominant Operator make whatever modifications that the Authority deems are necessary pursuant to the provisions of this Regulation. In such a case, the Dominant Operator shall submit a modified version (the “Final Draft RAIO”) in exactly the same manner as directed by the Authority within thirty (30) days of receipt of such direction to be approved by the Authority.

Article 62: The Dominant Operator shall publish the approved RAIO (in Word and PDF format) on its website no later than two (2) days following its approval by the Authority.

Article 63: At any time during the RAIO review and approval process, the Authority may convene meetings with the Dominant Operator and commenting parties, together or separately, in order to facilitate the resolution of any material issues of disagreement.

PART THREE
PROCEDURES FOR MODIFICATION OF AN APPROVED RAIO

Article 64: An approved RAIO may be modified by order, decision or direction of the Authority at its own initiative or at the reasonable request of one of the parties to an A&I Agreement or any Eligible Party.

Article 65: The Dominant Operator may not modify an approved RAIO except after obtaining the Authority's approval. Any request to modify an approved RAIO by the negotiating parties shall be accompanied by sufficient justification.

Article 66: The Authority will review any proposed modifications to an approved RAIO in accordance with the transparent procedures that it deems appropriate.

Article 67: Except for urgent matters, all such modification requests for the same RAIO shall be considered together in a single consultation by the Authority not more than once each calendar year.

Article 68: The Authority may, at its discretion, instruct the Dominant Operator at any time to amend the RAIO if, among other things:

- (i) the Dominant Operator is designated by the Authority as dominant in the provision of another, or newly, Regulated A&I Service that is subject to the RAIO obligation and that requires incorporation into the RAIO; or
- (ii) the A&I Provider is not designated as dominant in the provision of the Regulated A&I Service for which it was previously determined to be dominant, subject to an appropriate transition period to be determined by the Authority, taking into account the terms of any existing A&I Agreements based on the RAIO; or
- (iii) the A&I Service subject to the RAIO obligation is no longer classified by the Authority as a Regulated A&I Service, or the preparation of a RAIO is no longer among the applicable service specific obligations; or
- (iv) such amendment is required pursuant to the issuance by the Authority of an order, decision, direction or other instrument relating to the pricing of a Regulated A&I Service covered by the RAIO.

Article 69: The Dominant Operator shall retain an electronic copy of all former versions of the RAIO on its website.

CHAPTER FOUR

RESOLUTION OF DISPUTES RELATED TO A&I AGREEMENTS

PART ONE

RESOLUTION OF DISPUTES BY MEDIATION

Article 70: In the case of a dispute arising during the negotiation to reach an A&I Agreement, parties to an A&I Agreement may agree to resolve any disputes by way of mediation no later than forty five (45) days following the date on which the Providing Party receives a reasonable and valid request from an Eligible Party for the provision of an A&I Service. In the case of disputes arising from the execution of an A&I Agreement, with the exception of Billing Disputes, the parties may mutually agree to submit the dispute to mediation no later than forty five (45) days following the delivery of written notice by the aggrieved party to an A&I Agreement to the other party detailing the basis for a dispute.

Article 71: If agreement is reached to seek mediation, parties to a dispute shall notify the Authority and appoint a mediator or mediation panel within fifteen (15) days of the decision to engage in mediation. If no agreement is reached between the parties to appoint a mediator or mediation panel within this period, the Authority may appoint a mediator or mediation panel on behalf of the parties.

Article 72: The mediation process shall commence once a mediator or mediation panel is appointed.

Article 73: The parties to a dispute shall agree a process for mediation including a mediation timescale within seven (7) days from the commencement of the mediation process. If consensus cannot be reached on this issue, the Authority may determine a process for mediation on behalf of the parties.

Article 74: Unless the parties to such dispute mutually agree otherwise, all the information and details disclosed during the mediation process or relating to it shall be confidential, and the mediation proceedings may not be made public.

Article 75: A mediator or mediation panel shall issue its recommendations within thirty (30) days of initiating the mediation procedure unless the parties agree on a longer period. In all cases the mediator or the mediation panel shall issue a signed detailed report in writing including issues that remain in dispute, proposals for disposition of same and the reasoning for each recommendation within five (5) days of issuing the recommendation or conclusion of the mediation procedure.

Article 76: All the common costs shall be borne equally by the parties, unless mutually agreed otherwise.

Article 77: A dispute arising between parties to an A&I Agreement shall be resolved by the Authority pursuant to the provisions of the DRR based on a request of either party in any of the following cases:

- (i) If no agreement is reached between the parties to seek mediation.
- (ii) If either party to the dispute objects to the mediator or the mediation panel's recommendation.
- (iii) If the dispute was not resolved by mediation.

The cases (ii) and (iii) shall be excluded from the application of the preliminary procedures stipulated in Article (15) of the DRR.

Article 78: The recommendations made by the mediator or mediation panel shall not be binding on the Authority and the Authority may request any information from either party to resolve the dispute.

PART TWO
BILLING DISPUTES

Article 79: Any Billing Dispute between the parties to an A&I Agreement shall be referred to a Billing Expert selected by mutual agreement of the parties. If mutual agreement cannot be reached between the parties on the selection of a Billing Expert within five (5) days of notifying the other party of the basis for the Billing Dispute, the Authority will appoint a Billing Expert from the list of Billing Experts provided by each of the parties to the Billing Dispute, or from a list that the Authority may draw up itself.

Article 80: The Billing Expert shall issue a signed recommendation on the Billing Dispute no later than ten (10) days following the submission of the Billing Dispute by the parties. The costs of the Billing Expert shall be borne by the party against which the Billing Expert makes his/her recommendations, unless the parties mutually agree otherwise.

Article 81: If either party to a Billing Dispute disagrees with the recommendations of the Billing Expert, that party may, within five (5) days of the receipt of such signed recommendations, refer the dispute to the Authority providing full and complete copy of the Billing Expert's recommendations, including a description of the issues that remain in dispute, the Billing Expert's proposed disposition of same and the reasoning for the recommendations together with any information required by the Authority. A dispute arising between parties shall be resolved by the Authority pursuant to the provisions of the DRR. In such a case, the dispute shall be excluded from the application of the preliminary procedures stipulated in Article (15) of the DRR.

CHAPTER FIVE PENALTIES

Article 82: In the event of violating the provisions of this Regulation, the Authority will provide written notification to the violator:

- (i) describing the violation found to have been committed.
- (ii) specifying the time period within which the Public Telecommunications Licensee must respond to the written notification, which shall not be less than thirty (30) days.
- (iii) the proposed financial penalty.

If the said period lapses without receiving a response, or if the response provided was not satisfactory to the Authority, the proposed penalty will be imposed by the Authority.

Article 83: Without prejudice to any penalty set out in the Act, any other law or licenses, the Authority may, if the Licensee was found to have committed any of the violations listed in the following table, impose the penalties shown against each, subject to the provisions of Article (82).

Without prejudice to the provisions of Article (82), a financial penalty of not less than 1,000 Omani Riyals shall be imposed for each day the violation continues beyond the day following the date of imposing the penalty. In all cases, the penalty shall be doubled for recurrence of the violation.

	Violation	Minimum Penalty
1	Violation by a Public Telecommunications Licensee of the obligations listed in Part Two of Chapter One of this Regulation	10,000 Omani Riyals
2	Violation by a Non-Dominant Operator of Part One of Chapter Two of this Regulation	15,000 Omani Riyals
3	Violation by a Dominant Operator of the Automatic Obligations that shall automatically apply to the Regulated A&I Service set out in Part Two of Chapter Two of this Regulation	50,000 Omani Riyals

4	Violation by a Dominant Operator of the Discretionary Service Specific Obligations set out in Part Two of Chapter Two of this Regulation	50,000 Omani Riyals
5	Violation by a Dominant Operator of the Obligation of Negotiation of A&I Agreements where the preparation of a RAIO is not mandated	50,000 Omani Riyals
6	Violation by a Dominant Operator of the obligations relating to the procedures for modification of an approved RAIO	50,000 Omani Riyals
7	Violation by a Dominant Operator of the obligations of negotiation of A&I Agreements where the preparation of a RAIO is mandated	50,000 Omani Riyals
8	Failure by the Dominant Operator to submit to the Authority a First Draft RAIO that meets the minimum scope, content and format requirements set out in the structure and minimum content of a RAIO attached to this Regulation, and in the manner and within the timeframe established under this Regulation	100,000 Omani Riyals
9	Failure by the Dominant Operator to submit to the Authority a letter signed by the CEO or a member of the senior management pursuant to this Regulation attesting that the First Draft RAIO fully meets the minimum scope, content and format requirements set out in the structure and minimum content of a RAIO attached to this Regulation	100,000 Omani Riyals
10	Failure by the Dominant Operator to modify the First Draft RAIO as directed by the Authority in the manner and within the timeframe established under this Regulation	100,000 Omani Riyals
11	Failure by the Dominant Operator to submit to the Authority a detailed reply to the comments received during the consultation process on the	100,000 Omani Riyals

	First Draft RAIO in the manner and within the timeframe established under this Regulation	
12	Failure by the Dominant Operator to submit to the Authority a Second Draft RAIO in the manner and within the timeframe established under this Regulation	100,000 Omani Riyals
13	Failure by the Dominant Operator to respond to any questions that may be directed to it by the Authority in the manner and within the timeframe established under this Regulation	100,000 Omani Riyals
14	Failure by the Dominant Operator to make any amendments to the Second Draft RAIO as may be directed by the Authority in the manner and within the timeframe established under this Regulation	100,000 Omani Riyals
15	Failure by the Dominant Operator to submit a Final Draft RAIO to the Authority for approval and adoption by final decision	100,000 Omani Riyals

Annex (1)

STRUCTURE AND MINIMUM CONTENT OF THE RAIO

First: Structure of RAIO

The RAIO shall be structured as follows:

- (i) The main body of the RAIO shall set out the generally applicable terms and conditions.
- (ii) The RAIO Schedules which shall, among other things, specify the prices to be charged for the Regulated A&I Services that are subject to the RAIO; such prices shall be calculated pursuant to the applicable pricing methodology as set out in the service specific obligations that apply to these Regulated A&I Services.
- (iii) The technical annexes (including, for example, operating manuals) relating to the Regulated A&I Services that are subject to the RAIO.

Second: Minimum Issues to be Addressed in RAIO

1. Commencement, Duration and Amendment

- (i) The effective date of the RAIO shall take effect on the date specified by the Authority in the decision approving the RAIO.
- (ii) The RAIO shall remain in effect indefinitely unless otherwise ordered by the Authority.
- (iii) The RAIO may be subject to periodic amendment in the manner set out in Part Three of Chapter Three of this Regulation: Procedures for Modification of an Approved RAIO.

2. Provision of Information

- (i) The RAIO shall establish procedures and timescales for the exchange of information between the Dominant Operator and the Requesting Party and Wholesale Customer that is required in order to facilitate the provision of a Regulated A&I Service.

3. Traffic Forecasting

- (i) The RAIO shall establish a framework whereby the Wholesale Customer should furnish the Dominant Operator with periodic forecasts of reasonable detail of the traffic/data volume expected over a reasonable timeframe.
- (ii) The content of any traffic/data forecasts provided by a Wholesale Customer shall be treated as confidential by the Dominant Operator in accordance with the generally applicable confidentiality requirement established under this Regulation.
- (iii) The RAIO shall provide for a reasonable margin of error for traffic forecasting for the purpose of planning and shall define such reasonable margin of error.
- (iv) The RAIO shall not require that a Wholesale Customer pay compensation to the Providing Party for inaccurate/incorrect forecasting outside this reasonable margin of error.

4. KPIs, SLAs and SLGs

The RAIO shall include reasonable and non-discriminatory KPIs, SLAs and SLGs that shall apply, if so required by the relevant service specific obligation or any other order, decision, direction, or instrument issued by the Authority, to each of the following:

(a) Minimum Quality of Service Level

- (i) The RAIO shall establish minimum quality of service parameters including the following KPIs against which compliance with the applicable SLAs is to be measured, unless otherwise decided by the Authority:
 - call set up time;
 - unsuccessful call ratio (expressed as a percentage of call attempts);
 - drop rate;
 - successful data transmission;
 - supply time for connection;
 - billing accuracy;
 - congestion factor; and
 - service availability.

- (ii) The requirements that shall apply under the RAIO relating to the establishment and implementation of KPIs for minimum quality of service levels shall comply with the requirements of any order, decision, direction or other instrument issued by the Authority for the purpose of regulating quality of service standards applicable to the provision of A&I Services.

(b) Service Ordering and Provisioning/Delivery

- (i) The RAIO may establish the following KPIs against which compliance with the applicable SLAs for service ordering and provisioning/delivery shall be measured, unless otherwise decided by the Authority:

➤ *Service Ordering:*

- the number of orders completed within a specific reference period; and
- the percentage of orders rejected within a specific reference period after having successfully passed the initial review stage (for example, the administrative validation stage).

➤ *Service Provisioning/ Delivery:*

- the average service delivery time;
- the percentage of deliveries completed at or before the date committed to; and
- delivery precision; (for example, the percentage of faults reported within a specific time period immediately following service delivery).

➤ *Process and Timetable for Ordering, Testing and Provisioning, Including:*

- timescales and procedures for submission and review of a service request;
- timescales and procedures for accepting/rejecting a service request;
- timescales and procedures for negotiation of a service request;
- timescales and procedures for testing a Regulated A&I Service;

- timescales and procedures for acceptance of a Regulated A&I Service by a Requesting Party/Wholesale Customer;
- circumstances pursuant to which the Dominant Operator will be allowed additional time to review a service request and/or seek additional information from the Requesting Party; and
- specification of any applicable cancellation fees to be paid by the Requesting Party/Wholesale Customer for service cancellation prior to the agreed delivery date, and the methodology for their calculation.

(c) Network Operation and Maintenance

- (i) If considered necessary by the Authority, the RAIO shall establish the following KPIs against which compliance with the applicable SLAs for network operation and maintenance shall be measured:
- average time (measured in hours) between the reporting of an incident and its resolution;
 - total downtime due to maintenance work expressed as a percentage of total operational time over a specific reference period; and
 - the number of preventative maintenance tasks completed expressed as a percentage of total maintenance tasks undertaken by the Dominant Operator.
- (ii) The RAIO shall require that the Dominant Operator and the Wholesale Customer provide each other with minimum notice of any planned maintenance (either of a remedial or preventative nature) or operational works (including any planned interruptions or upgrades) on their respective Telecommunications Networks and/or Systems which will, or are likely to, affect the provision of a Regulated A&I Service covered by the RAIO. Any reasonably foreseen consequences of such maintenance or operational works shall also be provided.
- (iii) The minimum notice period provided for under the RAIO shall be sufficient to allow a party to an A&I Agreement to make reasonable preparations to minimise any disruption caused by the planned maintenance or operational works.

- (iv) The RAIO shall require that notice of unplanned or emergency maintenance or operational works be provided as soon as possible prior to or after the commencement of such works.
- (v) The RAIO may provide for the imposition of a penalty for failure to meet the notification/information requirements of sub-Sections 6.1, 7.1 and 7.2 above.
- (vi) The Dominant Operator shall keep detailed records of its compliance with these requirements and shall file reports containing the required data with the Authority, in the format specified by the Authority, on a semi-annual basis.

(d) Fault Reporting/Repair

- (i) The RAIO shall establish the following KPIs against which compliance with the applicable SLAs for fault reporting/repair shall be measured, unless the Authority decides otherwise:
 - a. the percentage of faults reported per line/connection per year;
 - b. the average lapse of time for fault clearance; and
 - c. the number of faults cleared at or before the committed date expressed as a percentage of total faults that have been reported.
- (ii) The RAIO shall require that any fault occurring in the Telecommunications Networks and/or in the Systems of the Dominant Operator or the Wholesale Customer that impacts (or risks impacting) on the provision of a Regulated A&I Service covered by the RAIO shall be immediately reported to the other party to the A&I Agreement.
- (iii) Timescales and procedures for such reporting shall be established under the RAIO and shall include at least the following details:
 - a. the nature and expected duration of the fault;
 - b. the manner in which the fault impacts (or risks impacting) on a Regulated A&I Service covered by the RAIO; and
 - c. the estimated time required for the repair of that fault.

- (iv) The Dominant Operator shall keep detailed records on its compliance and non-compliance with these requirements and shall file reports containing the required data with the Authority, in the format specified by the Authority, on a semi-annual basis.
- (v) The RAIO shall require that fault repair be undertaken by the Providing Party in accordance with reasonable and non-discriminatory SLAs

5. Technical standards and specifications

- (i) The RAIO shall describe the technical standards and specifications that apply with respect to each Regulated A&I Service covered by the RAIO. These standards and specifications, which shall be incorporated as schedules to the RAIO, shall be compatible with applicable international standards.

6. Development of New A&I Services

- (i) The RAIO shall establish a clear process and timetable for the technical and commercial development of any new Regulated A&I Service requested by an Eligible Party, including a process and timetable for establishing the feasibility of such new A&I Services.
- (ii) The development of any new A&I Services shall, at a minimum, provide for timescales and procedures for the following:
 - a. review of a request for a new A&I Service;
 - b. negotiation of a new A&I Service;
 - c. development of a new A&I Service;
 - d. testing a new A&I Service; and
 - e. acceptance of a new A&I Service by the Requesting Party.
- (iii) The RAIO shall require that any steps agreed upon by the parties to an A&I Agreement to handle any request made for the provision of a new Regulated A&I Service be promptly notified to the Authority.
- (iv) The Authority may modify these procedures if it concludes that the proposed new Regulated A&I Service is one of general interest, and may require the parties to an A&I Agreement to share the technical and commercial details of

the new A&I Service with all other Eligible Parties and seek their input and participation in the product/service development process.

7. Charges, Billing and Payment

- (i) The RAIO shall specify the charges for each Regulated A&I Service covered by the RAIO. Such charges shall be set on the basis of the applicable pricing methodology that shall apply with respect to each of the relevant Regulated A&I Services covered by the RAIO.
- (ii) The charges that apply with respect to each Regulated A&I Service subject to the RAIO obligation shall be set out in the relevant RAIO Schedules appended to the RAIO.
- (iii) The charging principle (i.e., whether or not a charge shall be based on a usage or non-usage basis) that will apply with respect to each Regulated A&I Service covered by the RAIO shall be set out in the relevant RAIO Schedule.
- (iv) The RAIO Schedules shall set out the methodology for calculating usage and non-usage based charges, including:
 - a. a definition of the appropriate billing unit in the case of usage based charging; and
 - b. the service element with respect to which a charge is payable in the case of non-usage based charging.
- (v) The RAIO Schedules shall establish the Billing Period for the provision of the specific A&I Services covered by the RAIO.
- (vi) The RAIO shall establish procedures for the collection, recording, exchange and retention of CDR data for each individual call subject to usage based charging, as well as the format in which such data will be provided to the Wholesale Customer. Such procedures shall specify the identity of the party responsible for the collection, recording, exchange and retention of CDR data.
- (vii) The RAIO shall establish the currency of payment, the due date for full payment and the relevant principles with respect to the payment of taxation, if applicable, on the invoiced amount.
- (viii) The RAIO shall establish invoicing protocols, and any invoice submitted by a Dominant Operator must contain the following information:

- a. the relevant Billing Period (specifying start date and end date);
 - b. the total net amount (in relevant currency);
 - c. the relevant tax amount, if any;
 - d. the total amount due, in the relevant currency;
 - e. the invoice date; i.e., the date on which the invoice was dispatched by the Dominant Operator; and
 - f. the due date for full payment.
- (ix) The RAIO Schedules shall identify billing principles and procedures that shall apply in the case of a service upgrade/downgrade within a specific Billing Period.

8. Billing Disputes

- (i) The RAIO shall establish specific procedures for the resolution of Billing Disputes. Such procedures shall, where required, conform to the requirements of the resolution of A&I Disputes.

9. Financial Security

- (i) The Providing Party may request the Requesting Party to provide reasonable and proportionate financial security based on objective criteria to secure compliance by the Requesting Party with the terms and conditions of an A&I Agreement, and particularly those concerning payment. Such financial security may be required to be provided within a specified timeframe.
- (ii) The financial security may be provided in the form of a bank or other guarantee acceptable in the Sultanate for commercial transactions.

10. Network Security and Integrity

- (i) The RAIO shall establish principles and procedures aimed at ensuring that the parties to an A&I Agreement take all necessary measures to guarantee the security and integrity of their respective Telecommunications Networks.

11. National Security

- (i) The RAIO shall establish principles and procedures aimed at ensuring that the parties to an A&I Agreement meet any national security requirements that they may be subject to under the law, including, but not limited to, requirements relating to lawful interception.

12. Emergency Services

- (i) The RAIO shall establish principles, including prices, and procedures aimed at ensuring that the parties to an A&I Agreement can provide access to emergency services to their respective Beneficiaries.

13. Limitation of Liability

- (i) The RAIO shall address the liability of the parties to an A&I Agreement towards one another for breach or improper performance of that agreement. The RAIO shall ensure that any such limitation of liability is reasonable and in compliance with the law of the Sultanate. Any limitation of liability shall be high enough to serve as a disincentive to the causing of harm or damage by breach or improper performance of the A&I Agreement.
- (ii) Any limitation of liability established under the RAIO shall, absent objective reasons justifying a deviation from this principle, apply reciprocally to both parties to an A&I Agreement.

14. Termination of A&I Agreement and Regulated A&I Service

- (i) The RAIO shall set out the principles governing the termination of:
 - a. an A&I Agreement by either party to that agreement; and
 - b. the provision of a Regulated A&I Service subject to a RAIO obligation by a Dominant Operator.
- (ii) The RAIO shall also require that the termination of both the A&I Agreement and the provision of a Regulated A&I Service must be subject to the prior approval of the Authority.

15. General Principles for Inclusion in RAIO

- (i) The RAIO shall comply with the following general principles:

- a. The terms and conditions of the RAIO shall promote fair competition and effective use of resources;
- b. The terms and conditions of the RAIO shall be fair, reasonable and non-discriminatory;
- c. Prices for a Regulated A&I Service shall be based on the principle of economic replicability;
- d. A Dominant Operator shall not use minimum traffic and period commitments, if applicable, in an abusive manner and to the detriment of fair competition; and
- e. A party to an A&I Agreement shall not take any action or engage in any activity that would harm or negatively impact on the proper functioning of the other party's Telecommunications Network.

Third: RAIO Schedules

Each individual Regulated A&I Service covered by the RAIO shall be addressed under a separate RAIO Schedule that contains the following:

- (i) a reasonably detailed description of the Service; and
- (ii) the binding obligations and procedures that apply to the provision of the Service.

Annex (2)

DISCRETIONARY SERVICE SPECIFIC OBLIGATIONS

The Authority has the right to impose one or more of the Discretionary Service Specific Obligations set out in this Annex on the Dominant Operator.

1 ENHANCED INFORMATION SECURITY SAFEGUARD

To submit a security plan and internal code of conduct for protection of business proprietary and confidential information of Requesting Parties or Wholesale Customers from third parties and, if applicable, the Dominant Operator's own Retail Business Operation, to the Authority for its review and approval and publish the approved versions on the Dominant Operator's website.

2 MONITORING AND REPORTING OBLIGATIONS

- 2.1 Monitor and measure its actual performance against approved SLAs for each Regulated A&I Service in the form of KPIs.
- 2.2 Provide the Wholesale Customer with a report on such KPIs.
- 2.3 Provide the Authority with a report on such KPIs.
- 2.4 Keep detailed records on its compliance with the relevant KPIs in a format approved by the Authority and to file reports containing these data with the Authority on a semi-annual basis.

3 NON-DISCRIMINATION

Non-discrimination obligations shall include the following, in particular:

Offering of reasonable and non-discriminatory SLAs/SLGs

- 3.1 To offer reasonable and non-discriminatory SLAs and SLGs in accordance with specified KPIs for the ordering, provisioning/delivery, network operation/maintenance, fault reporting/repair and quality of service of each Regulated A&I Service.
- 3.2 If a Dominant Operator has a Retail Business Operation, such SLAs shall provide for at least the same service levels as those provided by that Dominant Operator to its own Retail Business Operation. The maximum times provided

for in the SLAs must be set at an interval that will reasonably enable a Wholesale Customer to replicate the average times advertised or offered by the Dominant Operator's own Retail Business Operation for the ordering, delivery, repair or maintenance of the downstream retail service.

3.3 If a Dominant Operator does not have a Retail Business Operation, it shall offer the same SLAs on a non-discriminatory basis to all Requesting Parties or Wholesale Customers.

Provision of the same information on Regulated A&I Services to all Requesting Parties

3.4 To ensure that all Requesting Parties or Wholesale Customers are given access to the same technical and commercial information regarding Regulated A&I Services, including information on new Regulated A&I Services and changes to existing ones.

3.5 In the case that the Dominant Operator has a Retail Business Operation, the technical and commercial information provided in this regard shall be the same as that provided by that Dominant Operator to its own Retail Business Operation. Such information shall also be provided to Requesting Parties or Wholesale Customers pursuant to the same timescales as it is provided to the Dominant Operator's Retail Business Operation.

Prohibition on offering new/modified retail service that cannot be replicated

3.6 Not to offer or provide a new or modified retail service that a Requesting Party or Wholesale Customer is, both in terms of actual service availability and price margin, unable to replicate without having reasonable access to a new or modified A&I Service, unless the Dominant Operator offering or providing the new or modified retail service has:

- (i) made the corresponding new or modified A&I Service commercially available; and
- (ii) furnished to Requesting Parties and Wholesale Customers the same technical and commercial information that it has furnished to its own Retail Business Operation in accordance with the same timescales, unless otherwise specified by the Authority, in advance of the launch

of the new or modified A&I Service in order to allow such parties sufficient time to adapt.

Advance provision of information on new/modified Regulated A&I Service

3.7 To ensure that the same technical and commercial information is furnished to all Requesting Parties or Wholesale Customers, if the Dominant Operator does not have a Retail Business Operation, at least six (6) months, or as otherwise specified by the Authority, in advance of the launch of a new or modified Regulated A&I Service.

Pricing of Regulated A&I Service

3.8 To set the prices for a Regulated A&I Service based on the principle of economic replicability and not to unfairly discriminate in the pricing of Regulated A&I Services amongst:

- (i) different Requesting Parties or as between Requesting Parties and the Dominant Operator's own Retail Business Operation; and
- (ii) different Wholesale Customers or as between Wholesale Customers and the Dominant Operator's own Retail Business Operation.

Objective justification of volume/term discounts

3.9 To objectively justify any volume or term discounts offered to a Requesting Party or Wholesale Customer.

Equal treatment when offering volume discounts/long-term arrangements

3.10 If the Dominant Operator has its own Retail Business Operation, not to offer volume discounts or long-term arrangements, or the equivalent, to its Retail Business Operation that are more favourable than the highest equivalent discount offered to a Requesting Party or Wholesale Customer, without obtaining the prior written approval of the Authority.

3.11 In the case that the Dominant Operator does not have its own Retail Business Operation, not to offer volume discounts or long-term arrangements, or the equivalent, to a Requesting Party or Wholesale Customer that are more favourable than the highest equivalent discount offered to any other Requesting

Party or Wholesale Customer, without obtaining the prior written approval of the Authority.

No bundling of Regulated A&I Services

3.12 Not to bundle the provision of more than one Regulated A&I Service together without providing for the availability of each bundled Regulated A&I Service separately and on a stand-alone basis. This shall include an obligation not to set the prices for separately available Regulated A&I Services in such a manner as to make the purchase of such Regulated A&I Services on a stand-alone basis more costly than in a bundle, unless an appreciable difference in the underlying cost can be satisfactorily established.

Equivalence of input

3.13 To provide designated Regulated A&I Services and related information on the basis of the Equivalence of Inputs principle, if technically and economically feasible and otherwise proportionate, by providing any designated Regulated A&I Service and related information to a Requesting Party and to its own Retail Business Operation on the same terms and conditions, including feature-functionality, quality of service levels and price, using the same timescales, and using the same systems and processes for service ordering, delivery and maintenance, repair, etc. as is provided to the Dominant Operator's own Retail Business Operation.

4 OBLIGATION TO PREPARE A RAIO

Reasonable details of the terms, conditions and procedures under which such Regulated A&I Services that are subject to the RAIO obligation are to be provided, including, where applicable, the procedures and practical means of implementing any Discretionary Service Specific Obligations described in this Annex.

Annex (3)
SERVICE ANNEXES

The Service Annexes of this Annex shall set out the service specific Regulated A&I obligations pursuant to this Regulation.

Annex (3.1) Fixed Interconnection Services

First: Definitions

For the purposes of this Annex, the following words and expressions shall have the meanings set opposite them unless the text requires otherwise:

1. **Call Origination – Call by Call Selection (“CCS”)** – CCS is a Fixed Interconnection Service comprising the conveyance of telephone calls from a customer’s line, across the Providing Party’s network to a Point of Interconnection with the Requesting Party for onward connection to the destination defined by the customer’s dialled digits. Such calls are routed to a particular Requesting Party according to a short code prefix dialled before the call destination address. CCS calls always override any CPS nomination (where used). Requesting Parties who use CCS are not obliged to carry all possible types of call, but shall provide recorded announcements to its users when ending any call which it is unable to complete.

2. **Call Origination - Carrier Pre-Selection (“CPS”)** – CPS is a Fixed Interconnection Service comprising the conveyance of a defined set of telephone calls from a customer’s line, across the Providing Party’s network to a Point of Interconnection with the Requesting Party for onward connection to the destination defined by the customer’s dialled digits. Such calls are routed to a particular Requesting Party according to a pre-determined nomination by the calling customer. The defined set of telephone calls may include: international calls, long distance calls or all calls. The following classes of call shall be exempt from Carrier Pre-Selection, such as calls using short codes, including,

amongst others, emergency calls and calls using carrier selection (qv) codes which override the CPS nomination.

3. **Call Origination for Non-Geographic Calls** Call Origination for Non-Geographic Calls is a Fixed Interconnection Service comprising the conveyance of telephone calls from a customer's line, across the Providing Party's network to a Point of Interconnection with the Requesting Party for onward connection to the destination defined by the non-geographic number dialled by the customer.
4. **Call Termination (sub-divided by tandem count and length)** Call Termination is a Fixed Interconnection Service which comprises the conveyance of telephone calls from a Point of Interconnection with the Requesting Party's network, across the Providing Party's network and terminating on a customer's line, as identified by the address digits transmitted by the Requesting Party.
5. **Call Transit (sub-divided by tandem count and length)** Call Transit is a Fixed Interconnection Service which comprises the conveyance of telephone calls from a Point of Interconnection with the Requesting Party's network, across the Providing Party's network and delivered to a Point of Interconnection with a third network for onward connection to the destination defined by the customer's dialled digits.
6. **Calls to Directory Enquiry Services** Calls to Directory Enquiry Services is a Fixed Interconnection Service which comprises the conveyance of telephone calls from a Point of Interconnection with the Requesting Party's network, across the Providing Party's network and delivered to a directory enquiry centre. The service may be bundled with

provision of the directory enquiry information.

7. **Calls to Emergency Services**

Calls to Emergency Services is an Interconnection Service which comprises the conveyance of telephone calls from a Point of Interconnection with the Requesting Party's network, across the Providing Party's network and delivered to an emergency call handling centre.
8. **Fixed Interconnection Services**

Fixed Interconnection Services are services providing for the conveyance of calls, messages or other signals between a Providing Party and a Requesting Party, where the Providing Party is a fixed network operator.
9. **Interconnection Links**

Interconnection Links is a Fixed Interconnection Service comprising the provision of a fixed 2Mbit/s circuit at or across the Point of Interconnection between the Requesting Party and the Providing Party to enable A&I Services to be conveyed.
10. **Interconnection Paths**

Interconnection Paths is a Fixed Wholesale Access Service comprising the provision of a physical transmission bearer between two operators, over which either party may request the provision of Interconnection Links.
11. **Outgoing Aeronautical and Maritime Calls**

Outgoing Aeronautical and Maritime Calls is a Fixed Interconnection Service which comprises the conveyance of telephone calls from a Point of Interconnection with the Requesting Party's network, across the Providing Party's network and delivered to a destination on an aeronautical or maritime service.

- 12. Outgoing International Calls** Outgoing International Calls is a Fixed Interconnection Service which comprises the conveyance of telephone calls from a Point of Interconnection with the Requesting Party's network, across the Providing Party's network and delivered to an international destination.
- 13. Pre-Paid Calling Card Access Type 1** Pre-Paid Calling Card Access Type 1 is a Fixed Interconnection Service comprising the provision to a Requesting Party of pre-paid calling card service. This is provided through facilities within the Providing Party's network with calls conveyed to a Point of Interconnection with the Requesting Party for onward connection.
- 14. Pre-Paid Calling Card Access Type 2** Pre-Paid Calling Card Access Type 2 is a Fixed Interconnection Service comprising the conveyance of telephone calls from a customer's line, across the Providing Party's network to a Point of Interconnection with the Requesting Party for onward connection via the Requesting Party's pre-paid calling card equipment. Such calls are routed to a particular Requesting Party according to a short code dialled by the customer.

Second: Regulated A&I Services

1. The Authority has defined three relevant fixed interconnection markets in the MDD Decision No. 74/2013.
2. A Dominant Operator is required to offer to Eligible Parties Fixed Interconnection Services comprising of the following products and services in the schedule below:

Fixed Interconnection Services a Dominant Operator is required to provide to an Eligible Party

Market No.	Market name	Products and services included in market
10	Fixed Call Origination	Call Origination - Carrier Pre-Selection Call Origination - Call by Call Selection Call Origination for Non-Geographic Calls Call Origination - Pre-paid Calling Cards Outgoing International Calls Outgoing Aeronautical and Maritime Calls Calls to Emergency Services Calls to Directory Enquiry Services Pre-paid Calling Card Access Type 1 Pre-paid Calling Card Access Type 2
11	Fixed Call Termination	Call Termination (sub-divided by tandem count and length) originating from domestic or international numbers
20	Fixed Call Transit	Call Transit (sub-divided by tandem count and length)

Third: Eligibility

Any Eligible Party may request Fixed Interconnection Services. Such request must be made in conformity with the relevant requirements of this Regulation.

Fourth: Discretionary Service Specific Obligations

1. When offering the Fixed Interconnection Services identified in the Fixed Interconnection Services Table above, a Dominant Operator shall comply with the following Discretionary Service Specific Obligations that are set out and described in Annex (2) of this Regulation:

- (i) Enhanced information security safeguard (Section 1);
 - (ii) Monitoring and reporting obligations (Sections 2);
 - (iii) Non-discrimination – offering of reasonable and non-discriminatory SLAs/SLGs (Sections 3.1, 3.2 and 3.3);
 - (iv) Non-discrimination – provision of same information on Regulated A&I Services to all Requesting Parties (Sections 3.4 and 3.5);
 - (v) Non-discrimination – pricing of Regulated A&I Service (Section 3.8);
 - (vi) Non-discrimination – objective justification of volume/term discounts (Section 3.9);
 - (vii) Non-discrimination – equal treatment when offering volume discounts/long-term arrangements (Sections 3.10 and 3.11);
 - (viii) Non-discrimination – no bundling of Regulated A&I Services (Section 3.12); and
 - (ix) Obligation to prepare a RAIO (Section 4).
2. In addition to the Obligations listed above, a Dominant Operator shall comply with the following:
- (i) The obligations that automatically apply to the provision of Regulated A&I Services specified in Part Two of Chapter Two of this Regulation.
 - (ii) The General Provisions specified in Part Two of Chapter One of this Regulation.
 - (iii) Any other service specific obligations of Regulated A&I services imposed by the Authority by any order, decision, determination or other instrument in accordance with the public interest.

Fifth: Pricing methodology for Fixed Interconnection Services

1. The prices charged by a Dominant Operator for the Fixed Interconnection Services identified in the Table of ‘Fixed Interconnection Services a Dominant Operator is required to provide to an Eligible Party’ shall be fair, reasonable and based on forward looking long run incremental cost (LRIC) of efficient service

provision. These prices shall be included in the RAIOs that a Dominant Operator is required to prepare for Fixed Interconnection Services in accordance with the applicable Discretionary Service Specific Obligations.

2. While reviewing and determining the prices for Fixed Interconnection Services, the Authority may choose to:
 - (i) Use the top-down LRIC model prepared by the Operator after making necessary changes, if required; or
 - (ii) Use both the Operator top-down LRIC and its own bottom-up LRIC models in the manner it deems appropriate; or
 - (iii) Use its own bottom-up LRIC models in case no charge is proposed or no top-down LRIC model is provided by the Operator.
3. The Authority would assess whether prices for regulated services would differ between Dominant Operators. Prices for similar regulated services shall be the same unless operators are able to demonstrate that they face significantly different costs of provision which cannot be avoided.

Sixth: Minimum Content of RAIO

Without prejudice to the requirements of the RAIO provided for under this Regulation, a Dominant Operator shall comply with the following:

1. RAIO Service Schedules

The Service Schedules to the RAIO for Fixed Interconnection Services shall address the products and services identified in the Table of 'Fixed Interconnection Services a Dominant Operator is required to provide to an Eligible Party' as well as any Ancillary Services, such as Points of Interconnection/Interconnection Links that are required in order for a Requesting Party to be able to purchase Fixed Interconnection Services.

2. Technical standards and specifications

The technical specifications established in the RAIO for Fixed Interconnection Services shall include principles for the routing of traffic.

3. Service ordering and provisioning/delivery

The ordering and provisioning processes established in the RAIO for Fixed Interconnection Services shall also include:

- (i) The requirements of a network plan from relevant parties to the agreement;
- (ii) Requirements relating to customer authorisation for CPS; and
- (iii) Provisions to prevent unauthorised provisioning of CPS (slamming).

4. Network operation and maintenance

The operation and maintenance provisions established in the RAIO for Fixed Interconnection Services shall include the process for network alteration and data management amendment.

5. Charges, billing and payment

The principles and procedures relating to the charging, billing and payment that are established in the RAIO for Fixed Interconnection Services shall include the following:

- (i) A definition of the billing unit (e.g. conversation time) for call services and Points of Interconnection. Billing for call services shall be on a per second basis for call services.
- (ii) Provisions for when the call is not connected (e.g. if a call is not answered, if the called party line is engaged, etc.).
- (iii) Rules and procedures for the recording of billing information.
- (iv) Rules and procedures for the exchange of call billing information.

- (v) Rules and procedures for establishing transport links, Interconnect Paths and end user links billing.
- (vi) Obligations aimed at preventing the artificial inflation of traffic (i.e. where calls are made/generated/stimulated/prolonged for more than would be expected from good faith usage or acceptable and reasonable commercial practices).
- (vii) The identity of the Party responsible for traffic measurement and the detail that is necessary to meet the obligations set out in the RAIO.

Annex (3.2) Mobile Interconnection Services

First: Definitions

For the purposes of this Annex, the following words and expressions shall have the meanings set opposite them unless the text requires otherwise:

1. **Interconnection Links** An Interconnection Link is a circuit of 2Mbit/s capacity provided between the networks of the Providing Party and the Requesting Party over which other Interconnection Services are provided.
2. **Interconnection Paths** An Interconnection Path is a physical transmission system connecting the Providing Party's and the Requesting Party's networks over which Interconnection Links are provided.
3. **Mobile Call Termination** Mobile Call Termination is a Mobile Interconnection Service which comprises the conveyance of telephone calls from a Point of Interconnection with the Requesting Party's network, across the Providing Party's mobile network and terminating on a customer's mobile handset, as identified by the address digits transmitted by the Requesting Party.
4. **Mobile Call Origination** Mobile Call Origination is a Mobile Interconnection Service comprising the conveyance of telephone calls from a customer's mobile handset, across the Providing Party's mobile network to a Point of Interconnection with the Requesting Party for onward connection to the destination defined by the customer's dialled digits. Such calls may be routed to a particular Requesting Party according to a short code prefix dialled before the call destination address. Call

origination can be provided through carrier selection.

5. **Mobile Carrier Selection** The process of providing Mobile Call Origination through either call-by-call selection or carrier pre-selection.
6. **Mobile Interconnection Services** Mobile Interconnection Services are services providing for the conveyance of calls, messages or other signals between a Providing Party and a Requesting Party, where the Providing Party is a mobile network operator.
7. **MMS Termination** MMS Termination is a Mobile Interconnection Service which comprises the conveyance of Multi-Media Messaging Service (MMS) message from a Point of Interconnection with the Requesting Party's network, across the Providing Party's mobile network and terminating on a customer's mobile handset, as identified by the address digits transmitted by the Requesting Party.
8. **SMS Termination** SMS Termination is a Mobile Interconnection Service which comprises the conveyance of Short Messaging Service (SMS) message from a Point of Interconnection with the Requesting Party's network, across the Providing Party's mobile network and terminating on a customer's mobile handset, as identified by the address digits transmitted by the Requesting Party.

Second: Regulated A&I Services

1. The Authority has defined two relevant mobile interconnection markets in the MDD Decision No. 74/2013; Market 17 as the market for mobile call termination and Market 18 as the market for wholesale mobile call origination and access.

2. A Dominant Operator shall be required to offer to Eligible Parties mobile A&I Services in accordance with the schedule below:

Market No.	Market name	Products and services included in market
17	Mobile call termination	Mobile call termination originating from domestic or international numbers SMS Termination MMS Termination
18	Mobile access and call origination	Mobile call origination (call-by-call and carrier pre-selection)

Third: Eligibility

Any Public Telecommunications Licensee may request Mobile Interconnection Services with the exception of Mobile Carrier Selection. Only Public Telecommunications Licensees with an international gateway license shall be eligible to request Mobile Carrier Selection services. Such request must be made in conformity with the relevant requirements of this Regulation.

Fourth: Discretionary Service Specific Obligations

1. When offering the Mobile Interconnection Services identified above, a Dominant Operator shall comply with the following Discretionary Service Specific Obligations that are set out and described in Annex (2) to this Regulation:
 - (i) Enhanced information security safeguard (Section 1);
 - (ii) Monitoring and reporting obligations (Section 2);
 - (iii) Non-discrimination – offering of reasonable and non-discriminatory SLAs/SLGs (Sections 3.1, 3.2 and 3.3);

- (iv) Non-discrimination – provision of same information on Regulated A&I Services to all Requesting Parties (Sections 3.4 and 3.5);
 - (v) Non-discrimination – pricing of Regulated A&I Service (Section 3.8);
 - (vi) Non-discrimination – objective justification of volume/term discounts (Section 3.9);
 - (vii) Non-discrimination – equal treatment when offering volume discounts/long-term arrangements (Sections 3.10 and 3.11);
 - (viii) Non-discrimination – no bundling of Regulated A&I Services (Section 3.12); and
 - (ix) Obligation to prepare a RAIO (Section 4).
2. In addition to the Obligations listed above, a Dominant Operator shall comply with the following:
- (i) The obligations that automatically apply to the provision of Regulated A&I Services specified in Part Two of Chapter Two of this Regulation.
 - (ii) The General Provisions specified in Part Two of Chapter One of this Regulation.
 - (iii) Any other service specific obligations of Regulated A&I services imposed by the Authority by any order, decision, determination or other instrument in accordance with the public interest.

Fifth: Pricing Methodology For Mobile Interconnection Services

1. The prices charged by a Dominant Operator for Mobile Interconnection Services shall be fair, reasonable and based on forward looking long run incremental cost (LRIC) of efficient service provision. These prices shall be included in the RAIOs that a Dominant Operator is required to prepare for Mobile Interconnection Services in accordance with the applicable Discretionary Service Specific Obligations.

2. While reviewing and determining the prices for Mobile Interconnection Services, the Authority may choose to:
 - (i) Use the top-down LRIC model prepared by the Operator after making necessary changes, if required; or
 - (ii) Use both the Operator top-down LRIC and its own bottom-up LRIC models in the manner it deem appropriate; or
 - (iii) Use its own bottom-up LRIC models in case no charge is proposed or no top-down LRIC model is provided by the Operator.
3. The Authority would assess whether prices for Regulated Services would differ between Dominant Operators. Prices for similar Regulated Services shall be the same unless operators are able to demonstrate that they face significantly different costs of provision which cannot be avoided.

Sixth: Minimum Content of RAIO

Without prejudice to the requirements of the RAIO provided for under this Regulation, a Dominant Operator shall comply with the following:

1. RAIO Service Schedules

The Service Schedules to the RAIO for Mobile Interconnection Services shall address the products and services identified above as well as any Ancillary Services, such as Points of Interconnection/Interconnection Links, that are required in order for a Requesting Party to be able to purchase Mobile Interconnection Services. Paths and Port Capacity shall be sold together, not separately.

2. Technical standards and specifications

The technical specifications established in the RAIO for Mobile Interconnection Services shall include principles for the routing of traffic.

3. Service ordering and provisioning/delivery

The ordering and provisioning processes established in the RAIO for Mobile Interconnection Services shall include the requirements of a network plan from relevant parties to the agreement.

4. Network operation and maintenance

The operation and maintenance provisions established in the RAIO for Mobile Interconnection Services shall include the process for network alteration and data management amendment.

5. Charges, billing and payment

The principles and procedures relating to the charging, billing and payment that are established in the RAIO for Mobile Interconnection Services shall include the following:

- (i) A definition of the billing unit (e.g. conversation time) for call services and Points of Interconnection. Billing for call services shall be on a per second basis for call services.
- (ii) Provisions for when the call is not connected (e.g. if a call is not answered, if the called party line is engaged, etc.).
- (iii) Rules and procedures for the recording of billing information.
- (iv) Rules and procedures for the exchange of call billing information.
- (v) Rules and procedures for establishing transport links, Interconnect Paths and end user links billing.
- (vi) Obligations aimed at preventing the artificial inflation of traffic (i.e. where calls are made/generated/stimulated/prolonged for more than would be

expected from good faith usage or acceptable and reasonable commercial practices).

- (vii) The identity of the Party responsible for traffic measurement and the detail that is necessary to meet the obligations set out in the RAIO.

Annex (3.3)

Fixed Wholesale Access Services

First: Definitions

For the purposes of this Annex, the following words and expressions shall have the meanings set opposite them unless the text requires otherwise:

- 1. Access to Earth Stations** Access to Earth Stations is a set of access facilities and services allowing the Requesting Party to terminate its national transmission links at an earth station of the Providing Party; to co-locate equipment at the earth station and have transmission capacity connected to transmission capacity on one or more satellite links.
- 2. Access to Landing Stations** Access to Landing Stations is a set of access facilities and services allowing the Requesting Party to terminate its national transmission links at a submarine cable landing station (SCLS) of the Providing Party; to co-locate equipment at the SCLS and have transmission capacity connected to transmission capacity on one or more submarine cables.
- 3. Bitstream DLSAM Handover** Bitstream DSLAM Handover is Fixed Wholesale Access Service comprising the conveyance of IP messages (packets) from a customer's broadband line, across the Providing Party's network to a Point of Interconnection with the Requesting Party for onward connection to the destination defined by the IP address in each IP message. Such messages are routed to a particular Requesting Party according to a pre-determined nomination by the originating customer and delivered to the Point of Interconnection directly connected to an output port on the DSLAM.

- 4. Bitstream Layer 2** Bitstream Layer 2 is Fixed Wholesale Access Service comprising the conveyance of IP messages (packets) from a customer's broadband line, across the Providing Party's network to a Point of Interconnection with the Requesting Party for onward connection to the destination defined by the IP address in each IP message. Such messages are routed to a particular Requesting Party according to a pre-determined nomination by the originating customer. The interface at the Point of Interconnection uses a Layer 2 technology, such as Asynchronous Transfer Mode (ATM — ITU Recommendation I.150) or Ethernet (IEEE 802.3).
- 5. Bitstream Layer 3** Bitstream Layer 3 is a Fixed Wholesale Access Service comprising the conveyance of IP messages (packets) from a customer's broadband line, across the Providing Party's network to a Point of Interconnection with the Requesting Party for onward connection to the destination defined by the IP address in each IP message. Such messages are routed to a particular Requesting Party according to a pre-determined nomination by the originating customer. The interface at the Point of Interconnection uses Layer 3 Internet Protocol.
- 6. Broadband Resale Service** Broadband Resale Service is a Fixed Wholesale Access Service which allows a Requesting Party to provide a broadband message service to its customers with the end-to-end conveyance of messages being provided by the Providing Party's network.
- 7. Co-location** Co-location is a Fixed Wholesale Access Service where accommodation in the

Providing Party's operation building is rented to the Requesting Party to permit the installation and operation of the Requesting Party's network equipment required in conjunction with an associated point of interconnection or point of access. Other associated facilities and services used in conjunction with Co-location may include the provision of electrical power, air conditioning and tie-cables.

- 8. Fixed Wholesale Access Service** An Access Service provided over fixed network infrastructure
- 9. International Private Leased Circuit (IPLC)** An IPLC is a point-to-point transmission circuit providing for the conveyance of electronic communications messages between two customer locations in different countries.
- 10. Local Loop Unbundling (LLU)** Local Loop Unbundling is an Access Service where a customer's local copper loop in the Providing Party's network is disconnected from the rest of the Providing Party's network and permanently connected via a co-located Point of Access to the Requesting Party's network, from which services are provided to the customer. Other forms of Local Loop Unbundling may also be provided, such as Local Loop Unbundling (Line Sharing) and Sub-loop Unbundling etc.
- 11. Local Loop Unbundling Line Sharing** Local Loop Unbundling Line Sharing is a Fixed Wholesale Access Service comprising the conveyance of electrical signals in the high frequency broadband segment of a customer's local copper loop in the Providing Party's network to a Point of Access with the Requesting Party within a Co-location facility. The low frequency narrowband segment of

the customer's line continues to provide a telephony service via the Providing Party's network.

**12. Sub Loop
Unbundling**

Sub Loop Unbundling is a form of Local Loop Unbundling where a sub-section of the customer's local copper loop in the Providing Party's network is disconnected from the rest of the Providing Party's network and permanently connected via a co-located Point of Access to the Requesting Party's network at the cabinet.

**13. Wholesale IP
International
Bandwidth
Capacity**

Wholesale IP International Bandwidth Capacity is a Fixed Wholesale Access Service comprising the conveyance of Internet Protocol messages to and from the Requesting Party's network, via the Providing Party's network to destinations on the Internet as defined by the IP address in each message.

**14. Wholesale Line
Rental (WLR)**

Wholesale Line Rental is a Fixed Wholesale Access Service which allows a Requesting Party to provide a telephone service to its customers with the end-to-end conveyance of calls being provided by the Providing Party's network. WLR can also be combined with CPS.

**15. Wholesale
Terminating
Segments of
Leased Lines**

Wholesale Terminating Segments of Leased Lines is Fixed Wholesale Access Service comprising the provision by the Providing Party of a fixed capacity transmission facility joining a customer line to a point at the nearest designated trunk node, for onward connection to the Requesting Party's Point of Access, either directly or via a Wholesale Trunk Segment of a Leased Line. A Trunk Node is a location on the Providing Party's

network designated for the purpose of connecting leased line local with Wholesale Trunk Segments of Leased Lines after consideration of practical and regulatory matters.

16. Wholesale Transmission

Wholesale Transmission is a Fixed Wholesale Access Service comprising the provision by the Providing Party of a fixed capacity transmission facility between two Points of Access between the Providing Party and Requesting Party, so that the Requesting Party may transmit messages of all kinds across the facility.

17. Wholesale Trunk Segments of Leased Lines (National and International, including International Private Leased Circuit)

Wholesale Trunk Segments of Leased Lines is a Fixed Wholesale Access Service comprising the provision by the Providing Party of a fixed capacity transmission facility between a Point of Access with the Requesting Party at a designated Trunk Node and another Trunk Node, for onward connection to a leased line local segment.

Second: Regulated A&I Services

1. The Authority has defined a number of relevant fixed interconnection markets in the MDD Decision No. 74/2013.
2. A Dominant Operator shall be required to offer to Eligible Parties Fixed Interconnection Services in accordance with the schedule below:

Market No.	Market name	Products and services included in market
12	Wholesale Network Infrastructure Access at a Fixed Location	Local Loop Unbundling (LLU) Local Loop Unbundling (Line Sharing) Sub-loop Unbundling Co-location
13	Wholesale Broadband Access at a Fixed Location	Wholesale Line Rental (WLR) Bitstream Layer 2 Bitstream Layer 3 Wholesale Transmission Broadband Resale Service
14	Wholesale Terminating Segments of Leased Lines	Wholesale Terminating Segments of Leased Lines
15	Wholesale Trunk Segments of Leased Lines	Wholesale Trunk Segments of Leased Lines (National and International, including International Private Leased Circuit)
16	Wholesale IP international bandwidth capacity	Wholesale IP International Bandwidth Capacity Access to Landing Stations Access to Earth Stations

Third: Eligibility

Any Public Telecommunications Licensee may request Fixed Wholesale Access Services. Such request must be made in conformity with the relevant requirements of this Regulation.

Fourth: Discretionary Service Specific Obligations

1. When offering the Interconnection Services identified above, a Dominant Operator shall comply with the following Discretionary Service Specific Obligations that are set out and described in Annex (2) to this Regulation:
 - (i) Enhanced information security safeguard (Section 1);
 - (ii) Monitoring and reporting obligations (Sections 2);
 - (iii) Non-discrimination – offering of reasonable and non-discriminatory SLAs/SLGs (Sections 3.1, 3.2 and 3.3);
 - (iv) Non-discrimination – provision of same information on Regulated A&I Services to all Requesting Parties (Sections 3.4 and 3.5);
 - (v) Non-discrimination – prohibition on offering new/modified retail service that cannot be replicated (Section 3.6);
 - (vi) Non-discrimination – advance provision of information on new/modified Regulated A&I Service (Section 3.7);
 - (vii) Non-discrimination – pricing of Regulated A&I Service (Section 3.8);
 - (viii) Non-discrimination – objective justification of volume/term discounts (Section 3.9);
 - (ix) Non-discrimination – equal treatment when offering volume discounts/long-term arrangements (Sections 3.10 and 3.11);
 - (x) Non-discrimination – no bundling of Regulated A&I Services (Section 3.12);
 - (xi) Non-discrimination – equivalence of input (Section 3.13); and
 - (xii) Obligation to prepare a RAIO (Section 4).

3. In addition to the Obligations listed above, a Dominant Operator shall comply with the following:

- (i) The obligations that automatically apply to the provision of Regulated A&I Services specified in Part Two of Chapter Two of this Regulation.
- (ii) The General Provisions specified in Part Two of Chapter One of this Regulation.
- (iii) Any other service specific obligations of Regulated A&I services imposed by the Authority by any order, decision, determination or other instrument in accordance with the public interest.

Fifth: Pricing Methodology

1. Broadband resale service

Charges for Broadband Resale Services shall be calculated on the basis of the “retail minus” pricing methodology. Further details of the retail minus methodology are provided in Annex (4).

The Providing Party is required to demonstrate compliance with an ex post margin squeeze test. Further details of the ex post margin squeeze test are provided in Annex (5). The continual failure by the Providing Party to satisfy the ex post margin squeeze test shall trigger further investigation by the Authority into the retail and wholesale pricing practices of that operator.

2. Other wholesale fixed access services

Prices for all other Fixed Wholesale Access Services shall be fair, reasonable and based on forward looking long run incremental cost (LRIC) of efficient service provision. These prices shall be included by a Providing Party in its RAIO.

While reviewing and determining the prices for other Fixed Wholesale Access Services, the Authority may choose to:

- (i) Use the top-down LRIC model prepared by the Operator after making necessary changes, if required; or

- (ii) Use both the Operator top-down LRIC and its own bottom-up LRIC models in the manner it deems appropriate; or
- (iii) Use its own bottom-up LRIC models in case no charge is proposed or no top-down LRIC model is provided by the Operator.

Prices for similar Regulated Services shall be the same unless operators are able to demonstrate that they face significantly different costs of provision which cannot be avoided. The Authority would assess how far this is achieved.

The Authority will consider whether there are sufficient margins available to Eligible Parities in order for them to compete effectively downstream. The Dominant Operator shall be required to have demonstrated this to the Authority's satisfaction when proposing the prices for Fixed Wholesale Access Services other than Broadband Resale Services.

Sixth: Minimum Content of RAIO

Without prejudice to the other requirements of the RAIO imposed upon the Dominant Operator under this Regulation, a Dominant Operator shall comply with the following:

1. RAIO Service Schedules

The Service Schedules to the RAIO for Fixed Wholesale Access Services shall address the products and services identified in the schedule attached to this Annex as well as any Ancillary Services that are required in order for a Requesting Party to be able to purchase Fixed Wholesale Access Services.

The Service Schedules shall specify the customers that this is available to, i.e. customers directly connected to the network, plus any other conditions. The Service Schedules shall also specify:

- (i) Customer sited handover (that is, where the POI is physically located at the Requesting Party's site); and

- (ii) In-building handover (that is, where the POI is physically located at the Providing Party's site).

2. Technical standards and specifications

The technical specifications established in the RAIO for Fixed Wholesale Access Services shall include provisions relating to:

- (i) Responsibility for content of data conveyed through the bitstream service;
and
- (ii) Responsibilities for network safety and protection.

3. Service ordering and provisioning/delivery

The ordering and provisioning processes established in the RAIO for Fixed Wholesale Access Services shall include:

- (i) The requirements of a network plan from relevant parties to the agreement;
- (ii) Process for bitstream port transfer;
- (iii) Migration services to and from the bitstream services for the gaining and losing operator, including process for bulk migrations; and
- (iv) Provisions for unauthorised provisioning (slamming)

4. Network operations and maintenance

The operation and maintenance provisions established in the RAIO for Fixed Wholesale Access Services shall include:

- (i) Network alteration and data management amendment;
- (ii) Bitstream inter-operator maintenance process manual; and

- (iii) Network termination unit installation manual.

Annex (3.4) National Roaming Services

First: Definitions

For the purposes of this Annex, the following words and expressions shall have the meanings set opposite them unless the text requires otherwise:

1. **Frequency Spectrum** All electromagnetic spectrum less than 3000 GHz
2. **Host Operator** The Public Telecommunications Licensee offering National Roaming services to a National Roaming Operator.
3. **Mobile Roaming Access Service** An Access Service provided over mobile network infrastructure for the purposes of providing a National Roaming Service.
4. **National Roaming Service** National Roaming Service is a service, including Ancillary Services, that enables customers of the National Roaming Operator to roam onto the network of the Host Operator, such that those customers can make and receive voice calls, send and receive data, or access other services by means of the Host Operator's network, when in an area outside the geographical coverage area of the National Roaming Operator's own network.
5. **National Roaming Agreement** An agreement entered into between an Eligible Party and the Host Operator establishing the terms and conditions for the provision of the National Roaming Services.
6. **National Roaming Operator** The Public Telecommunications Licensee that is making use of the National Roaming Services of the Host Operator.

Second: Regulated A&I Services

1. The Authority defined Market 18 as the market for wholesale mobile call origination and access in the MDD Decision No. 74/2013.
2. A Dominant Operator is required to offer the National Roaming Services to Eligible Parties under a National Roaming Agreement.
3. National Roaming Services shall cover all networks (2G, 3G, 4G etc.) that the Providing Party and the Requesting Party are licensed to operate at the time of the agreement.
4. The time scales provided for in this Regulation, so far as the preparation of RAIO and provision of National Roaming Services to Eligible Parties is concerned, as per the specification set out in this Annex, shall commence following the award of a new public telecommunications mobile license.
5. National Roaming Service shall be made available on a national basis. An Eligible Party may request the National Roaming Service only for specific areas in the country. This is so that an Eligible Party may comply with any roll out obligations it may have and also use its own network coverage where already rolled out.
6. The Eligible Party and Host Operator shall enter into a National Roaming Agreement under such terms and conditions as may be specified in any authorization, license, decision, direction, order or other relevant instrument issued by the Authority. Such terms and conditions may, amongst others, include the period of the National Roaming Agreement and the geographical scope of the National Roaming Service requirement.
7. Where the terms and conditions of the National Roaming Agreement are not explicitly provided for in this manner, the provisions of the RAIO for National Roaming Services shall apply.

8. In all cases, a Host Operator cannot restrict or prohibit a National Roaming Operator using the National Roaming Services to offer commercial services to:
 - (i) Any reseller of that National Roaming Operator; or
 - (ii) Any other National Roaming Operators that the National Roaming Operator is hosting on its network.

Third: Eligibility

1. Any request by an Eligible Party for a National Roaming Service must be made in conformity with the relevant requirements of this Regulation.
2. Any Public Telecommunications Licensee that has been assigned Frequency Spectrum for the provision of voice and/or data services and have also been assigned a dedicated Mobile Country Code/Mobile Network Code (MCC/MNC) shall be considered to be an Eligible Party for National Roaming Services.
3. An Eligible Party shall be entitled to enter into a National Roaming Agreement with only one Host Operator at a time for the provision of such services. A Host Operator may refuse a request to provide National Roaming Services to an Eligible Party only where it can objectively demonstrate that it has spectrum capacity problems arising from hosting another/other National Roaming Operator(s) that are similarly entitled to the receipt of National Roaming Services at the time of the request.
4. Public Telecommunications Licensees are only eligible to request National Roaming Services in those geographic areas of the Sultanate in which they do not have their own network coverage. Public Telecommunications Licensees are only eligible to request National Roaming Services pursuant to this Regulation for the duration of the first three years following the launch of their commercial mobile services in the Sultanate.

Fourth: Discretionary Service Specific Obligations

1. When offering the National Roaming Services identified above, a Dominant Operator shall comply with the following Discretionary Service Specific Obligations that are set out and described in Annex (2) to this Regulation:
 - (i) Enhanced information security safeguard (Section 1);
 - (ii) Monitoring and reporting obligations (Sections 2);
 - (iii) Non-discrimination – offering of reasonable and non-discriminatory SLAs/SLGs (Sections 3.1, 3.2 and 3.3);
 - (iv) Non-discrimination – provision of same information on Regulated A&I Services to all Requesting Parties (Sections 3.4 and 3.5);
 - (v) Non-discrimination – prohibition on offering new/modified retail service that cannot be replicated (Section 3.6);
 - (vi) Non-discrimination – advance provision of information on new/modified Regulated A&I Service (Section 3.7);
 - (vii) Non-discrimination – pricing of Regulated A&I Service (Section 3.8);
 - (viii) Non-discrimination – objective justification of volume/term discounts (Section 3.9);
 - (ix) Non-discrimination – equal treatment when offering volume discounts/long-term arrangements (Sections 3.10 and 3.11);
 - (x) Non-discrimination – no bundling of Regulated A&I Services (Section 3.12);
 - (xi) Non-discrimination – equivalence of input (Section 3.13); and
 - (xii) Obligation to prepare a RAIO (Section 4).

2. In addition to the Obligations listed above, a Dominant Operator shall comply with the following:
 - (i) The obligations that automatically apply to the provision of Regulated A&I Services specified in Part Two of Chapter Two of this Regulation.
 - (ii) The General Provisions specified in Part Two of Chapter One of this Regulation.
 - (iii) Any other service specific obligations of Regulated A&I services imposed by the Authority by any order, decision, determination or other instrument in accordance with the public interest.

Fifth: Pricing Methodology for National Roaming

1. Charges for National Roaming Services offered pursuant to this Regulation shall be calculated on the basis of the “retail minus” pricing methodology. Further details of the retail minus pricing methodology are set out in Annex (4).
2. The Host Operator is required to demonstrate compliance with an ex post margin squeeze test. Further details of the ex post margin squeeze test are provided in Annex (5). The continual failure by the Host Operator to satisfy the ex post margin squeeze test shall trigger further investigation by the Authority into the retail and wholesale pricing practices of that operator.

Sixth: Minimum Content of RAIO

Without prejudice to the requirements of the RAIO provided for under this Regulation, a Dominant Operator shall comply with the following:

1. RAIO Service Schedules

The Service Schedules to the RAIO for National Roaming shall address the products and services identified above, as well as any Ancillary Services that are required by the National Roaming Operator in order to be able to make full use of National Roaming services.

A Dominant Operator shall send a confidential version of the Service Schedules to the RAIO in respect of the details of the geographic coverage offered by the Host Operator to the National Roaming Operator, including the necessary technical specifications to allow the MVNO to make effective use of National Roaming Service.

2. Technical standards and specifications

The technical specifications established in the RAIO for National Roaming Services shall comply with the requirements below.

- Service and bearer capabilities, including but not limited to:
 - (i) Mobile telecommunications services;
 - (ii) Additional services;
 - (iii) Access to Value Added Services (“VAS”) and premium service; and
 - (iv) Provisions for international roaming customers.

The following bearer capability/services constitute an indicative, list of the services that shall be included:

- FREQUENCY SPECTRUM BANDS and MODES
 - (i) Single band GSM 900;
 - (ii) Single band GSM 1800;
 - (iii) Dual band GSM 900/1800; and
 - (iv) Dual band GSM/UMTS.

In all cases, all Frequency Spectrum bands and modes assigned to the Host Operator shall be included, unless the Authority specifies otherwise.

- TELESERVICES
 - (i) Speech telephony;
 - (ii) Speech, emergency calls (with or without SIM cards); and

(iii) SMS.

- **SUPPLEMENTARY SERVICES SUPPORTED**

- (i) Calling line identification presentation (CLIP);
- (ii) Calling line identification restriction (CLIR);
- (iii) Call forwarding unconditional (CFU);
- (iv) Call forwarding on mobile Customer busy (CFB);
- (v) Call forwarding on no reply (CFNRy);
- (vi) Call forwarding on mobile Customer not reachable (CFNRc);
- (vii) Call waiting (CW); and
- (viii) Call hold (HOLD).

- **BEARER SERVICES**

- (i) Circuit duplex asynchronous (CDA), transparent/non-transparent, MO/MT, 9.6kbit/s;
- (ii) GPRS;
- (iii) HSCSD; and
- (iv) EDGE.

3. Service ordering and provisioning/delivery

The ordering and provisioning processes established in the RAIO for National Roaming Services shall include the requirements of a network rollout plan from relevant parties to the National Roaming Agreement.

4. Network operations and maintenance

The operation and maintenance provisions established in the RAIO for National Roaming Services shall also address the following issues:

- (i) Network alteration and data management amendment;

- (ii) Access to the network;
- (iii) Network access for customer equipment;
- (iv) Network integrity;
- (v) Traffic/call routing and delivery by traffic case;
- (vi) Testing;
- (vii) Obligations on signalling use;
- (viii) Use of logos etc.;
- (ix) Support for emergency calls (with or without SIM cards);
- (x) The relationship with subscribers;
- (xi) Subscriber billing;
- (xii) Requirements relating to lawful interception and traffic information; and
- (xiii) Capacity forecasting and provisioning - provisions to manage capacity issues that may arise between the Host Operator and the National Roaming Operator, including procedures for the coordination of traffic forecasts and network planning and provisioning.

5. Charges, billing and payment

- a. The principles and procedures relating to the charging, billing and payment that are established in the RAIO for National Roaming shall include the following:
 - (i) A definition of the billing unit (e.g. conversation time). Billing shall be on a per second basis;
 - (ii) Provisions for when the call is not connected (e.g. if a call is not answered, if the called party line is engaged, etc.); and
 - (iii) The identity of the party responsible for traffic measurement and the detail that is necessary to meet the obligations set out in the RAIO.

- b. The RAIO will need to include service group specific provisions for the following:
- (i) Recording of billing information;
 - (ii) Exchange of call billing information;
 - (iii) Transport links, interconnect paths and end user links billing; and
 - (iv) Obligations relating to artificial inflation of traffic (i.e. where calls are made/generated/stimulated/prolonged that is more than would be expected from good faith usage or acceptable and reasonable commercial practices).

6. Commitments

The RAIO shall establish commitments relating to traffic exchange over defined periods of time. When establishing such commitments, specific consideration shall be taken of the length of time that the National Roaming Operator has been providing commercial services in the Sultanate. The Host Operator shall not use the possibility to establish traffic commitments in an abusive manner under any circumstances.

7. Duration and Termination

The term of a National Roaming Agreement shall be established in accordance with the requirements of the Act, the A&I Regulation and any other regulation or legal instrument issued by the Authority and the terms and conditions set down in the licenses.

Provision shall be made in the RAIO for the termination of the National Roaming Agreement. Any provisions relating to the termination of the National Roaming Agreement shall comply with the Act, the A&I Regulation and any other Regulation or legal instrument issued by the Authority, and shall take into account, among others:

- (i) The characteristics of the National Roaming Agreement;
- (ii) The investments undertaken by the parties to that agreement; and
- (iii) The interests of consumers in the Sultanate.

Annex (3.5)
Mobile Access Services

First: Definitions

For the purposes of this Annex, the following words and expressions shall have the meanings set opposite them unless the text requires otherwise:

- | | |
|--|---|
| 1. Frequency Spectrum | All electromagnetic spectrum less than 3000 GHz. |
| 2. Mobile Access Host Operator | A Public Telecommunications Licensee that has been assigned telecommunications spectrum and operates a Public Telecommunications Network (including core infrastructure services) necessary to enable a Mobile Provider to offer commercial services to end customers. |
| 3. Mobile Virtual Network Operator (MVNO) | <p>MVNO shall mean, without prejudice to any subsequent decision by the Authority, a Public Telecommunications Licensee that:</p> <ul style="list-style-type: none"> a) provides mobile services to end customers under its own brand name using the network of a mobile network operator; and b) has not been assigned Frequency Spectrum in the Sultanate ; and c) which may or may not operate its own core network infrastructure, either through owning some or all of its own core network or through obtaining some or all of it from another Public Telecommunications Licensee. |
| 4. Mobile Provider Agreement | A commercial agreement entered into between a Mobile Access Host Operator and an MVNO establishing the terms and |

conditions for the provision of the MVNO services (whether it be Light or Full).

- 5. Mobile Provider** Mobile Provider shall mean any provider of mobile services to end customers that is not a Full MVNO or a Mobile Access Host Operator. Examples of Mobile Providers include:
- a) A Provider reselling mobile telephony products;
 - b) A Provider reselling mobile airtime using its own sales and marketing capability and brand, but contracting with the Mobile Access Host Operator for the provision of its customer care and billing services; and or
 - c) Any other type of Mobile Providers that are not entitled to a dedicated Mobile Country Code/ Mobile Network Code (MCC/MNC) identifier for the Sultanate.
- 6. Mobile Access Services** Mobile Access Services shall mean all services provided by a Mobile Access Host Operator to a Mobile Provider.
- 7. Full MVNO Operator** Full MVNO Operator shall mean any MVNO operator that, by virtue of its license, is entitled to offer MVN services and who has been assigned a dedicated Mobile Country Code/ Mobile Network Code (MCC/MNC) identifier for the Sultanate and is entitled to its own numbering range but has not necessarily exercised that entitlement.

Second: Regulated A&I Services

1. The Authority defined Market 18 as the market for wholesale mobile call origination and access in the MDD Decision No. 74/2013.
2. A Dominant Operator is required to offer the Mobile Access Services to Eligible Parties with immediate effect.
3. Mobile Access Services shall be provided with respect to all networks (2G, 3G, 4G etc.) that the Mobile Access Host Operator is licensed to operate in the Sultanate and is operating at the time of the receipt of the request for Mobile Access Services.
4. Mobile Access Services shall be made available by Mobile Access Host Operator on a national basis throughout the Sultanate.

Third: Eligibility

1. Any request by an Eligible Party for Mobile Access Services must be made in conformity with the relevant requirements of this Regulation.
2. Any Public Telecommunications Licensee that:
 - has **not** been assigned Frequency Spectrum for the provision of voice and/or data services in the Sultanate; and
 - has been **not** been assigned a dedicated Mobile Country Code/Mobile Network Code (MCC/MNC)but who is entitled to offer Mobile Provider services by virtue of its licence or other appropriate instrument of the Sultanate of Oman shall be considered to be an Eligible Party for Mobile Access Services.
3. An Eligible Party shall be entitled to enter into a Mobile Provider Agreement with only one Mobile Access Host Operator at a time for the provision of Mobile Access Services. A Mobile Access Host Operator may refuse a request to provide Mobile Access Services to an Eligible Party only where it can objectively demonstrate that it has spectrum capacity problems arising from hosting

another/other Mobile Providers that are similarly entitled to the receipt of Mobile Access Services at the time of the request.

Fourth: Discretionary Service Specific Obligations

1. When offering the Mobile Access Services described above, a Dominant Operator shall comply with the following Discretionary Service Specific Obligations that are set out and described in Annex (2) to this Regulation
 - (i) Enhanced information security safeguard (Section 1);
 - (ii) Monitoring and reporting obligations (Section 2);
 - (iii) Non-discrimination – offering of reasonable and non-discriminatory SLAs/SLGs (Sections 3.1, 3.2 and 3.3);
 - (iv) Non-discrimination – provision of same information on Regulated A&I Services to all Requesting Parties (Sections 3.4 and 3.5);
 - (v) Non-discrimination – prohibition on offering new/modified retail service that cannot be replicated (Section 3.6);
 - (vi) Non-discrimination – advance provision of information on new/modified Regulated A&I Service (Section 3.7);
 - (vii) Non-discrimination – pricing of Regulated A&I Service (Section 3.8);
 - (viii) Non-discrimination – objective justification of volume/term discounts (Section 3.9);
 - (ix) Non-discrimination – equal treatment when offering volume discounts/long-term arrangements (Sections 3.10 and 3.11);
 - (x) Non-discrimination – no bundling of Regulated A&I Services (Section 3.12);
 - (xi) Non-discrimination – equivalence of input (Section 3.13); and
 - (xii) Obligation to prepare a RAIO (Section 4).

2. In addition to the Obligations listed above, a Dominant Operator shall comply with the following:
 - (i) The obligations that automatically apply to the provision of Regulated A&I Services specified in Part Two of Chapter Two of this Regulation.
 - (ii) The General Provisions specified in Part Two of Chapter One of this Regulation.
 - (iii) Any other service specific obligations of Regulated A&I services imposed by the Authority by any order, decision, determination or other instrument in accordance with the public interest.

Fifth: Pricing Methodology for Mobile Access Services

1. Charges for Mobile Access Services offered pursuant to this Regulation shall be calculated on the basis of the “retail minus” pricing methodology. Further details of the retail minus pricing methodology are set out in Annex (4).
2. The Mobile Access Host Operator is required to demonstrate compliance with an ex post margin squeeze test. Further details of the ex post margin squeeze test are provided in Annex (5). The continual failure by the Mobile Access Host Operator to satisfy the ex post margin squeeze test shall trigger further investigation by the Authority into the retail and wholesale pricing practices of that Licensee.
3. Prices for similar Regulated Services shall be the same unless operators are able to demonstrate that they face significantly different costs of provision which cannot be avoided. The Authority would assess how far this is achieved.
4. These prices shall be included by a Mobile Access Host Operator in its RAIO.
5. The Authority will consider whether there are sufficient margins available to Eligible Parities in order for them to compete effectively downstream. The Dominant Operator shall be required to have demonstrated this to the Authority’s satisfaction when proposing the prices for Services.

A specific implementation fee may be charged by the Mobile Access Host Operator for the provision of Mobile Access Services. Any such fee shall be fully justified by that operator both in terms of what it relates to and the underlying cost.

Sixth: Minimum Content of RAIO

Without prejudice to the requirements of the RAIO provided for under this Regulation, a Dominant Operator shall comply with the following:

1. RAIO Service Schedules

- a. These shall cover the products and services identified below as well as any related products and services that are required in order to allow a Mobile Provider to make full use of the Mobile Access Services.
- b. Details of the geographic coverage offered by the Mobile Access Host Operator to the Mobile Provider, including the necessary technical specifications to allow the Mobile Provider to make effective use of the Mobile Access Services, shall be clearly indicated in a confidential version of the Service Schedules to the RAIO.

2. Services that shall be provided by Mobile Access Host Operator to Mobile Providers

- (i) Voice calls within the Sultanate;
- (ii) Voice calls to international destinations;
- (iii) Video calls;
- (iv) Call hold;
- (v) Call forwarding;
- (vi) Calling line identification presentation (CLIP);
- (vii) Calling line identification restriction (CLIR);
- (viii) Call forwarding unconditional (CFU);

- (ix) Call forwarding on mobile customer busy (CFB)
- (x) Call forwarding on no reply (CFNRy);
- (xi) Call forwarding on mobile customer not reachable (CFNRc);
- (xii) Call waiting (CW);
- (xiii) Call hold (HOLD) multi party (MPTY) (up to three subscribers);
- (xiv) Barring of all outgoing calls (BAOC);
- (xv) Barring of all outgoing international calls (BOIC);
- (xvi) Barring of all incoming calls (BAIC);
- (xvii) Barring of all outgoing international calls except to HPLMN (BOIC-exHC)
- (xviii) Barring of all incoming calls when roaming outside HPLMN (BAIC-Roam);
- (xix) Emergency calls;
- (xx) SMS from/to the Sultanate;
- (xxi) SMS between the Sultanate and international destinations;
- (xxii) International roaming services;
- (xxiii) Multi Media Messaging Services (MMS);
- (xxiv) Data services (WAP and ISP Service);
- (xxv) Service access point (Internet access); and
- (xxvi) Number portability.

3. Technical standards and other specifications

- a. The RAIO shall contain provisions addressing the areas listed below:
 - (i) Network access for customer equipment;
 - (ii) Network integrity;
 - (iii) SIM cards;
 - (iv) Use of logos etc.;
 - (v) Relationship with subscribers;
 - (vi) Arrangements for the billing of subscribers; and

- (vii) Distribution channels – For the avoidance of doubt, no restrictions may be applied with respect to the channels that Mobile Providers may use.
- b. The performance of any obligations that may apply under the law of the Sultanate with regard to lawful interception and traffic information and numbering shall be the responsibility of the Mobile Access Host Operator.
- c. A Mobile Provider cannot request services that the Mobile Access Host Operator is not allowed to offer under the terms of its licence or otherwise under law.
- d. The Mobile Access Host Operator shall not restrict the ability of a Mobile Provider to introduce new services, products, pricing packages etc., save where such a change could have an adverse effect on the integrity of the Public Telecommunications Network of the Mobile Access Host Operator, or where it would give rise to serious capacity related issues on that network.

4. Capacity forecasting and provisioning

The RAIO shall address the manner in which capacity issues shall be managed between the Mobile Access Host Operator and the Mobile Provider, including procedures for the coordination of traffic forecasts and network planning and provisioning.

5. Commitments

The RAIO shall establish commitments relating to traffic exchange over defined periods of time. When establishing such commitments, specific consideration shall be taken of the length of time that the Mobile Provider has been providing commercial services in the Sultanate. The Mobile Access Host Operator shall not use the possibility to establish traffic commitments in an abusive manner under any circumstances.

6. Duration and Termination

- a. The Mobile Access Host Operator shall continue to provide Mobile Access Services pursuant to A&I Regulation for so long as that operator is designated by the Authority with a dominant position on the relevant market or for the duration of any period otherwise specified by the Authority in a decision, direction, order or other instrument.
- b. Provision shall be made in the RAIO for the termination of the Mobile Access Agreement. Any provisions relating to the termination of the Mobile Access Agreement shall comply with the Act, the A&I Regulation and any other Regulation or legal instrument issued by the Authority, and shall take into account, among others:
 - (i) The characteristics of the Mobile Access Agreement;
 - (ii) The investments undertaken by the parties to that agreement; and
 - (iii) The interests of consumers in the Sultanate.

Annex (4)
RETAIL-MINUS PRICING METHODOLOGY

1. The retail minus pricing methodology shall mean that the wholesale price shall be the retail price charged for associated retail product provided to end-users less any element of costs that are not incurred in providing the same services to the Requesting Party.
2. The wholesale unit price shall be calculated in two steps as follows:

First: In the first step, the retail minus discount shall be calculated using the formula below.

$$Discount = \left(1 - \frac{\text{avoidable cost per subscriber}}{\text{average revenue per retail subscriber}} \right)$$

1. The Providing Party shall calculate average revenue per retail subscriber over the past year taking account of the different volumes of services a subscriber would purchase (rental, usage and so on).
 - (i) For Broadband Resale Services, the average revenue per retail subscriber shall take account of all retail broadband subscribers served by the Providing Party.
 - (ii) For National Roaming, the average revenue per retail subscriber shall take account of both prepaid and post-paid subscribers.
 - (iii) For Mobile Access Services, the average revenue per retail subscriber shall take account of only prepaid subscribers.
2. The average revenue per retail subscriber shall exclude any services not related to the services that are provided to the Requesting Party:

- (i) For Broadband Resale Services, it shall include line rental, connection and usage, but shall exclude services such as anti-spam services or mailboxes.
 - (ii) For National Roaming, this shall include voice, SMS and data services but shall exclude any handset costs, etc.
 - (iii) For Mobile Access Services, this shall include voice, SMS and data services but shall exclude any handset costs.
3. Avoidable costs shall be calculated on a per subscriber basis for the past year. These shall be based on the costs incurred by the Providing Party (rather than the costs that would be incurred by the Requesting Party). This shall take account only of the subscribers included in calculation of the average revenue per retail subscriber calculations.

Avoidable costs may include, but not limited to:

- (i) Cost of customer acquisition;
- (ii) Sales and distribution channels;
- (iii) Billing, marketing and customer care; and
- (iv) Any cost incurred by the Providing Party due to providing any complementary service that is not necessary to be acquired by the Requesting Party.

Complementary services may include:

- (i) For National Roaming, handsets and connection.
- (ii) For Broadband Resale Services, anti-spam or mailboxes.

Where there are upfront costs, these shall be spread over time to reflect the way in which these costs are recovered by the Providing Party (e.g. up front customer acquisition costs shall be spread over the average lifetime of a subscriber).

The Providing Party is required to provide to the Authority the details of this calculation and underlying data used. This shall be as part of the approval process for developing and updating RAIOS.

Second: In the second step, the discount shall be used to calculate the wholesale unit prices of each resale services in accordance with the formula below:

$$\textit{Wholesale unit price} = \textit{average retail revenue per unit} \times \textit{discount}$$

This discount calculated in the first step shall be applied across all services offered to the Requesting Party. This discount shall be included in the RAIO and updated on an annual basis. The average retail revenue per unit shall be calculated on a quarterly backward-looking basis.

The following specific provisions apply to particular Regulated A&I Services:

- (i) For National Roaming, the average retail revenue per minute shall take account of retail revenue from both prepaid and post-paid services. In the post-paid sector, the revenues for product bundles shall be allocated to the component services in an objective and transparent way. In the prepaid sector, discounts and special offers should be allocated to the component services in an objective and transparent way. Ad hoc adjustments to retail prices shall also be reflected in the calculation of the average retail revenue per minute.
- (ii) For each retail broadband service, there shall be a corresponding Broadband Resale Services. For each retail service, the Providing Party shall calculate an average revenue per unit (per line, per Mb). This shall take account of retail

promotions including discounts and special offers. This shall be done in an objective and transparent way. The calculation of average revenue per unit shall be specific to each retail tariff plan.

The calculation of wholesale prices shall be updated on a quarterly basis and does not need to be included in the RAIO, although the detailed methodology for calculating the prices for wholesale services shall be included and shall be subject approval by the Authority.

Where there has been additional ad hoc discounting by the Providing Party resulting in retail prices that are lower than forecast in the retail minus calculations, the difference shall be passed on to Requesting Parties through retrospective payments to these parties.

Annex (5)**EX-POST MARGIN SQUEEZE TEST**

In order to comply with the ex-post margin squeeze test, the Providing Party shall set the wholesale unit price so that it price complies with an ex-post margin squeeze test in each quarter, that is, a margin squeeze test performed on a quarterly backward looking basis. This shall be verified by the Authority. Ex-post margin squeeze test shall take account of any other services that the Requesting Party needs to purchase from the Providing Party in order to be able to compete at the retail level.

Rather than considering margins on a product by product basis, this shall consider the overall margins that would be available to the Providing Party if it had to purchase the wholesale service from itself. Similarly to the retail-minus methodology, this would consider the costs of the Proving Party according to the following:

- (i) For Broadband Resale Services, rather than considering the margins for a given tariff plan (for example), it would consider the overall margin across the products that the Requesting Party purchases from the Providing Party including line rental, connection, usage and so on.
- (ii) For Mobile Access Services, rather than considering the margins for national minutes (for example), the ex post margin squeeze test shall consider the overall margin across the products that the Requesting Party offers in the retail market including voice minutes, SMS and data.
- (iii) For National Roaming, rather than considering the margins for national minutes (for example), it would consider the overall margin across the products that the Requesting Party purchases from the Providing Party including voice minutes, SMS and data.