



OMANTEL

REFERENCE

INTERCONNECTION

OFFER

July 7, 2010



INDEX

INDEX	2
1 INTRODUCTION.....	4
2 PRE-AMBLE.....	6
3 DEFINITIONS AND INTERPRETATIONS	7
4 COMMENCEMENT AND DURATION	8
5 NETWORK INTERCONNECT	9
6 INTERCONNECTION SERVICES	10
7 CHARGING FOR INTERCONNECTION SERVICES.....	11
8 CREDIT ASSESSMENT	12
9 NEW SERVICES.....	13
10 MEASUREMENT OF TRAFFIC	14
11 BILLING AND PAYMENT.....	15
12 SYSTEM ALTERATION	16
13 NETWORK SAFETY AND PROTECTION.....	17
14 NUMBERING	18
15 QUALITY OF SERVICE.....	19
16 OPERATION AND MAINTENANCE	20
17 PROVISION OF INFORMATION	21
18 RESOLUTION OF DISPUTES	22
19 BREACH, SUSPENSION AND TERMINATION	24
20 CONFIDENTIALITY	27
21 INTELLECTUAL PROPERTY RIGHTS	28
22 REVIEW	29
AMENDMENTS.....	31
24 FORCE MAJEURE	32
25 LIMITATION OF LIABILITY.....	34
26 ASSIGNMENT OF RIGHTS AND OBLIGATIONS.....	35
27 NOTICES	36
28 ENTIRE AGREEMENT	37
29 WAIVER.....	38



30 SEVERABILITY	39
31 RELATIONSHIPS OF PARTIES.....	40
32 GOVERNING LAW	41



1 INTRODUCTION

- 1.1 This Reference Interconnection Offer (hereafter RIO) deals with Interconnection Services which Omantel offers to Operators, licensed under the first section in article 21 of the Royal Decree No. (30/2002) Telecommunications Regulatory Act (hereafter the “Act”) of the Sultanate of Oman (hereafter “Oman”) operating in the Omani market.
- 1.2 This RIO applies to Operators who are licensed with a facility based mobile or fixed license of class 1 to provide telecommunications services in Oman pursuant to the provisions of the Act, and who are thereby entitled to Interconnection pursuant to the provisions of the Omantel license in accordance with the Act.
- 1.3 Interconnection is a reciprocal service between two telecommunications networks used by the Operators referred to at 1.2 above. Omantel should be able to obtain, where relevant, from the Operator, similar services on similar terms and conditions as those it offers to that Operator particularly to convey traffic from its customers to the Operator's customers. These services provided by the other Operator shall be included in the Interconnection Agreement between Omantel and that Operator. Omantel will not be responsible for the content of traffic conveyed through its Interconnection Services.
- 1.4 Omantel reserves the right to review and to revise this RIO from time to time.
- 1.5 References to legislative provisions herein are to be construed as references to such provisions as the same may be amended from time to time.



THIS AGREEMENT is made on [Date]

between

[Operator Name] having its registered office at the [Operator Address] (hereinafter referred to as “the Operator” or “Operator”)

and

Oman Telecommunications Company (SAOC), having its registered office at P.O. Box 789, RUWI 112, Sultanate of Oman
(hereinafter referred to as “Omantel”)

2 PRE-AMBLE

Whereas

- 2.1 The Operator is in possession of facility based mobile or fixed license of class 1, to provide telecommunications services pursuant to the provisions in accordance with the Act
- 2.2 Omantel is in possession of a facility based fixed license of class 1 in accordance with the Act.
- 2.3 The Parties have agreed to interconnect their respective networks, in accordance with the principles set out in the Act and the Interconnection Regulations issued by the Telecommunications Regulatory Authority and to the supply of services and facilities on the terms and conditions as provided for in this Agreement.
- 2.4 The Parties entering into this Interconnection Agreement recognise the necessity of effective interconnection of their networks in the provision of quality telecommunications services to their respective customers. The Parties believe that a fundamental principle of interconnection is to enable customers of one Party to communicate effectively with customers of the other Party and that accordingly:
 - 2.4.1 Interconnection should not be unnecessarily constrained by technical obstacles or limitations which have no justifiable objective basis;
 - 2.4.2 The quality of interconnection services should be optimised to bring benefits to customers and the Parties should aim continuously to improve shared targets for quality of service, operations and maintenance, provisioning and network performance in interconnection;
 - 2.4.3 The Parties should at all times act so as to facilitate the speedy and effective operation of this Interconnection Agreement, to the benefit of customers and to their mutual advantage;
 - 2.4.4 The Operator and Omantel shall comply with the relevant licence conditions as amended from time to time.



3 DEFINITIONS AND INTERPRETATIONS

In consideration of the mutual covenant and obligations contained in this Agreement, the Parties HEREBY AGREE AS FOLLOWS:

- 3.1 In this Interconnection Agreement, except if the context requires otherwise, words and expressions and glossary of terms are as defined in Annex L.
- 3.2 References to Acts, Statutory Instruments and other legislation include amendments from time to time, re-enactment and any sub-ordinate legislation made from time to time under those legislations.
- 3.3 Terms defined in relevant legislation on the liberalisation of the telecommunication services market or in consequent Omani implementing legislation or regulations (which, for the avoidance of doubt includes Decisions published by the TRA) shall, where used in this Agreement, have the meanings ascribed to them in such legislation or regulations.
- 3.4 The Entire Agreement consists of this Main Body Agreement and the Annexes. All documents that form the Entire Agreement are listed in Annex A, Entire Agreement.



4 COMMENCEMENT AND DURATION

- 4.1 This Agreement takes effect on the date hereof and shall continue until:
- 4.1.1 one or both Parties cease to hold a license to provide telecommunications services, granted pursuant to the provisions of the Act; or
 - 4.1.2 the Parties are in breach of this Agreement in accordance with section 19 of this Agreement.
 - 4.1.3 termination pursuant to this Agreement.



5 NETWORK INTERCONNECT

- 5.1 Interconnection is available at Points of Interconnection which are defined in Sub-Annex C1. The technical standards supported by the Omantel network for the purposes of Interconnection are set out in Annex E.
- 5.2 The Point of Interconnection shall be where the Omantel Network connects with the other Operator Network and shall be a physical point where the connection can be disconnected in order to conduct testing, as indicated in Annex D. Each Party shall be wholly responsible for providing sufficient capacity on an appropriate transmission medium from the Point of Interconnection to meet the agreed forecasts in Annex F. Each Party shall be wholly responsible for the operation and maintenance of this transmission medium.
- 5.3 Interconnection Links connect the Parties' gateway nodes with the Point of Interconnection.
- 5.4 Bi-directional Interconnection Links shall be provided to carry the traffic of both Parties. The cost of both installation and ongoing maintenance of each Interconnection Link shall be shared by the Parties in accordance to what is said in Sub-Annex C7.
- 5.5 The Points of Interconnection and Interconnection Links are discussed in Sub-Annex C1 and C7 respectively. The procedures for their establishment and ordering are in Annex H to this Interconnection Agreement.



6 INTERCONNECTION SERVICES

- 6.1 Annex C including its Sub-Annexes provide details of the Interconnection services to be provided by either Omantel or the other Operator.
- 6.2 For the avoidance of doubt and notwithstanding the interconnection between the Omantel Network and the Operator Network, neither Party shall hand over to the other Party, nor have an obligation to convey Calls of any category, unless the other Party has agreed to convey Calls of that category and there is express provision to convey Calls of that category in a Sub-Annex to Annex C.
- 6.3 Notwithstanding what is said in 6.2, if one Party hands over traffic that is not covered in this agreement then the receiving Party has the right to charge that traffic according to existing price lists for that service or a charge that is fair and just compared with other services of the same kind.



7 CHARGING FOR INTERCONNECTION SERVICES

- 7.1 The charging structure and charges applicable to Interconnection Services are described in detail in the appropriate Sub-Annexes under Annex C.
- 7.2 The chargeable time for each Call, unless specifically stated as otherwise, shall be the “conversation time” in accordance with Section 1.2.2 of CCITT Recommendation D.150 (version Mar del Plata, 1968; amended at Melbourne, 1988).
- 7.3 All chargeable times shall be counted in seconds. Rounding to minutes is always done on totals, not on single calls.



8 CREDIT ASSESSMENT

- 8.1 It is a condition precedent to this Agreement that the Operator shall provide to Omantel such financial security (whether by way of deposit, guarantee or otherwise) as in the opinion of Omantel is appropriate as security against the Operator's non-compliance with or non-observance of any of the provisions hereof (including without limitation the failure to pay charges), unless otherwise agreed by Omantel in writing. Omantel may, at any time, require the Operator to provide bank or other guarantees (or to provide some other form of financial security, for example a deposit), which in the opinion of Omantel is/are appropriate as security against the Operator's non-compliance with or non-observance of any of the provisions hereof (including failure to pay charges which are due).
- 8.2 The provided security, in accordance with 8.1 above, must be made by local Oman registered bank.
- 8.3 Refusal to provide such security or failure to provide such security within thirty (30) days (or such longer period as Omantel may reasonably allow) from the date of Omantel's request for the same, shall be deemed to be a breach of this Agreement by the Operator.



9 NEW SERVICES

- 9.1 Either Party to this Interconnection Agreement may, at any time, request from the other Party an agreement to interconnect their respective Networks for the provision of any service or facility, which the other Party provides under Interconnection Agreements with other Operators.
- 9.2 Following a request pursuant to Clause 9.1, the other Party shall offer to enter into an agreement for the provision of the service or facility on its then current standard terms
- 9.3 If a Party requests from the other Party an agreement for interconnection for the provision of a service, which the requested Party does not make available to third parties, but the requested Party is obligated to provide such a service, the requested Party shall enter into good faith negotiations for the provision of such service.



10 MEASUREMENT OF TRAFFIC

- 10.1 The responsibility for traffic measurement shall reside with the Billing Party responsible for that particular Interconnection Service.
- 10.2 Each Party shall ensure that it records the measurements of traffic in sufficient detail to meet its obligations as outlined in Annex B and the applicable Sub-Annex of Annex C.



11 BILLING AND PAYMENT

- 11.1 Each Party shall bill and reimburse the other Party in accordance with the procedures outlined in Annex B.
- 11.2 No charges shall be payable under this Interconnection Agreement by one Party to the other unless such charges are specifically referred to in this Interconnection Agreement or is charged according to the provisions of 6.3.
- 11.3 Invoices are due and payable in Omani Rial. Invoices are payable within 30 calendar days from the date of issue of the invoice if not other provisions are agreed in Annexes or Sub-Annexes to this Interconnection Agreement.
- 11.4 Each Party shall provide to the other, invoices of all amounts due to it, calculated in accordance with the provisions in Annex B and Annex C including its Sub-Annexes hereof.

12 SYSTEM ALTERATION

- 12.1 A Party (the “Requesting Party”) wishing to make a System Alteration shall give to the other Party not less than three (3) months written notice prior to the start date of the anticipated System Alteration. The notice shall specify the reason for the System Alteration, technical information in sufficient detail to allow the Requested Party to assess the extent of changes to its System and the date of the anticipated implementation.
- 12.2 The Requested Party shall notify the Requesting Party as soon as practicable, but in any event not more than one (1) month after receipt of such notice, of any alterations required to that Party’s System as a result of the proposed System Alteration and, if the provisions in Clause 12.6 do not apply, a quotation for the cost of such alterations calculated on the basis of the minimum cost consistent with good engineering practice.
- 12.3 If the Requesting Party agrees the alterations required to the Requested Party’s System and agrees to the quotation if applicable, the Parties shall agree to a plan within two (2) months of receipt of the notice referred to in Clause 12.2 to implement the System Alteration and the Requested Party shall carry out such alterations in accordance with the agreed plan which shall include any testing that may be necessary.
- 12.4 If the provisions in Clause 12.6 do not apply, and if the Requesting Party giving the notice pursuant to Clause 12.1 does not agree to the alterations required and/or the quotation if applicable, the Requesting Party shall so notify the Requested Party, and the Parties agree to treat the matter as a dispute according to Article 18 herein. The Requesting Party shall not implement the relevant System Alteration until the dispute is resolved.
- 12.5 On completion of the relevant alteration, the Requested Party shall invoice the Requesting Party for such alteration for an amount not exceeding the quotation agreed under Clause 12.3.
- 12.6 Each Party shall pay its own costs arising out of the System Alteration, including all relevant testing, if:
- 12.6.1 the Parties agree in writing to change their respective Systems for their mutual benefit; or
 - 12.6.2 the System Alteration is a Decision by the TRA which directs each Party to pay its own costs; or
 - 12.6.3 the System Alteration is to implement a technical standard generally agreed among operators or a body which represents the interests of all operators; or
 - 12.6.4 the work is for testing of any upgrade to the Parties’ Systems.



13 NETWORK SAFETY AND PROTECTION

- 13.1 Each Party is responsible for the safe operation of its Network and shall take all reasonable and necessary steps in its operation and implementation of this Interconnection Agreement to ensure that its Network does not:
- 13.1.1 endanger the safety or health of employees, contractors, agents or customers of the other Party; or
 - 13.1.2 damage, interfere with or cause any deterioration in the operation of the other Party's Network.
- 13.2 Neither Party shall connect or knowingly permit the connection to its Network of any equipment or apparatus, including, but not limited, to any terminal equipment that is not approved by the appropriate authorities for attachment to its Network.



14 NUMBERING

- 14.1 Each Party shall use numbers in accordance with the National Numbering Plan of Oman.
- 14.2 CLI shall be used for presentation purposes in accordance with the CLI Presentation. Where CLI is passed for presentation purposes, the presentation shall comply with all the requirements of the relevant data protection legislation and regulation and those of individual customers of the Parties. The detailed rules governing the use of CLI are in Annex I.
- 14.3 The Parties shall endeavour to minimise the number changes in each other's Network by minimising the level of digit analysis carried out in their respective Networks to that required to ensure efficient call routing and provide agreed Billing Information.
- 14.4 In order to ensure the timely implementation of Numbers the procedures specified in Sub-Annex C13 shall apply.
- 14.5 Number implementation required to activate Customer Number Ranges allocated or amended by TRA shall be chargeable as provided for in Sub-Annex C13.



15 QUALITY OF SERVICE

- 15.1 Each Party undertakes that the quality of the services that it provides to the other Party pursuant to this Agreement shall comply with the quality standards stated in applicable recommendations in Oman, ETSI and the ITU.
- 15.2 Each Party shall provide to the other Party the same level of quality of service provided to its own customers in its own network.
- 15.3 If the quality of service provided by one of the Parties fails to meet the quality of service standards, the other Party may request in writing that action is taken to restore the service quality. If after a reasonable period of time, as agreed by the Parties, no improvement has been made, the other Party may register a dispute according to the procedures in Article 18.
- 15.4 If any new service is requested by a Party which fails to meet the quality of service standards, and such a failure has been assessed by the TRA, the other Party may take reasonable steps to advise its customers that such a service is not meeting the existing legal standards of quality of service.

16 OPERATION AND MAINTENANCE

- 16.1 Each party is responsible for the operations and maintenance of its network. The parties undertake to cooperate and to take any action which is necessary for the purposes of operation and maintenance of circuits and network equipment related to interconnection in accordance with ITU and ETSI recommendations
- 16.2 Each party shall keep the other party informed at all times about planned interruptions, upgrades, and any other planned situation in its network which will affect the exchange of Interconnection traffic between the parties. This will include short term very high peaks of traffic resulting from planned “tele-voting” or similar events. This will enable the parties to take the necessary action to minimise the impact of such situations on its customers
- 16.3 The names and contact details of the persons of each Party who shall be responsible for actions in relation to the fulfilment obligations of the Parties in relation to operations and maintenance are set out in Annex K. Changes in each Party’s list of persons and contact details, which are set out in Annex K, shall be notified to the other Party in writing before such changes are effected.
- 16.4 In case of fault situations in the network of either party which affect interconnection, the Party in whose network the fault situation occurs shall report the fault situation to the other Party by telephone call followed by written report despatched by fax or email. Fault reports can be submitted 24 hours a day 365/366 days a year. Fault reports shall be submitted to the other party’s nominated person. .

17 PROVISION OF INFORMATION

- 17.1 Subject to a Party's obligations of confidentiality to Third Parties, a Party may request and the other Party shall provide information required for interconnection, conveyance of Calls or the provision of services specified in this Interconnection Agreement, provided the other Party has the required information and the provision of such information is necessary.
- 17.2 Notwithstanding any provision of this Interconnection Agreement, a Party shall not be obliged to provide information which is subject to a confidentiality obligation to a Third Party unless such Third Party consents to such disclosure.
- 17.3 The Disclosing Party will take reasonable steps to ensure that the information disclosed is correct to the best of its knowledge at the time of provision of such information.
- 17.4 If a Disclosing Party provides information to a Receiving Party, the Disclosing Party shall have obtained the consent of the appropriate Third Party.
- 17.5 Subject to Article 25 hereof, the Receiving Party shall indemnify the Disclosing Party and keep it indemnified against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the Receiving Party to comply with any conditions imposed and identified, including those relating to confidentiality as per Article 20, by the Disclosing Party or any third party at the time when the information was provided.
- 17.6 Nothing in this Interconnection Agreement shall require a Party to do anything in breach of any statutory or regulatory obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant data protection legislation or regulation in Oman.

18 RESOLUTION OF DISPUTES

- 18.1 Each Party undertakes to avail of the Level 1 and Level 2 procedures set out herein, prior to referring the dispute to the TRA save in exceptional circumstances.
- 18.2 Each Party shall use its best endeavours to resolve any dispute between them concerning the implementation, application or interpretation of this Interconnection Agreement, excluding those covered by Annex B, in the first instance through negotiation between the parties through the normal contacts, as specified in 4.1 in Annex K, hereinafter referred to as Level 1.
- 18.3 In the event of the Parties failing to resolve the dispute at Level 1 negotiation within 5 weeks, either Party shall have a right to invoke the dispute procedures specified herein on the serving of notice to that effect on the other Party. The Party serving the notice (the Disputing Party) shall include with such notice all relevant details including the nature and extent of the dispute
- 18.4 Upon serving of such notice, the dispute shall be escalated to Level 2. The parties shall consult at Level 2 in good faith to endeavour to resolve the Dispute.
- 18.5 If the endeavours of the parties to resolve the dispute at Level 2 are not successful within 4 weeks of escalation of the dispute to Level 2, either party may upon serving of notice to the other to escalate the dispute for determination by the TRA, hereinafter referred to as Level 3. All relevant details with regard to the nature and extent of the dispute shall be furnished to the TRA together with a record of matters, which have been agreed or not agreed at Levels 1 and 2.
- 18.6 The name of each party's liaison contact and representative at each level of consultation shall be as specified in the Annex K. No change to a liaison contact or representative shall be effective until it has been notified to the other party.
- 18.7 The time limits specified at Clauses 18.3 and 18.5 above may be extended by mutual agreement between the parties.
- 18.8 The above procedures are without prejudice to any rights and remedies that may be available to the Parties in respect of any breach of any provision of this Interconnection Agreement.
- 18.9 Nothing herein contained shall prevent a Party from:
- 18.9.1 Seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief; or



18.9.2 Referring the dispute to the TRA without recourse to Level 1 or Level 2 Negotiation in accordance with any right (if any) either Party may have to request a determination or other appropriate steps for its resolution.

19 BREACH, SUSPENSION AND TERMINATION

- 19.1 If one Party's Network adversely affects the normal operation of the other Party's Network, or is a threat to any person's safety, the other Party may suspend, to the extent necessary, such of its obligations hereunder, and for such period as it may consider reasonable to ensure the normal operation of its Network or to reduce the threat to safety.
- 19.2 If a Party is in material breach of this Interconnection Agreement (including failure to pay an undisputed sum due hereunder), the other Party may serve a written notice (the "breach notice") on the Party in breach specifying the breach and requiring it to be remedied within:
- 19.2.1 30 calendar days from the date of receipt of such breach notice; or
- 19.2.2 in case of emergency (excluding financial obligations) within such shorter period as the Party not in breach may reasonably specify.
- 19.3 If the Party in breach fails to remedy the breach within such period as may be specified by the Party not in breach pursuant to Clause 19.2 the Party not in breach may, until such breach is remedied, suspend performance of such of its obligations under this Interconnection Agreement as is reasonable in the circumstances.
- 19.4 If the Party in breach fails to remedy the breach within the period stated in the breach notice, the Party not in breach may terminate this Interconnection Agreement on 2 months' written notice provided always that if the Party in breach remedies the breach within such 2 months' notice period, this Interconnection Agreement shall not terminate as a result of such notice.
- 19.5 This Interconnection Agreement may be terminated by either Party by written notice forthwith (or on the termination of such other period as such notice may specify) if the other Party:
- 19.5.1 is unable to pay its debts within the meaning of the Company Commercial Law 4/1974
or
- 19.5.2 has a Receiver or Examiner appointed or has been subject to an application for the appointment of a Receiver or an Examiner in relation to all or any of its assets or an encumbrance has taken possession of all or a material part of its assets; or
- 19.5.3 has an order made or a resolution passed for its winding up (other than for the purpose of amalgamation or restructuring); or
- 19.5.4 enters into a voluntary arrangement with creditors under the Company Commercial Law 4/1974; or
- 19.5.5 ceases to carry on business.



-
- 19.6 Either Party may terminate this Interconnection Agreement by giving at any time to the other not less than 6 months written notice to terminate.
- 19.7 After a notice has been given pursuant to Clause 19.6, a Party may request the other Party to carry on good faith negotiations with a view to entering into a new agreement.
- 19.8 Following a request pursuant to Clause 19.7, if, on termination of this Interconnection Agreement either Party would be obliged under its Licence to enter into a new interconnection agreement with the other Party, then the Parties shall carry on good faith negotiations with a view to entering into a new agreement to take effect on termination of this Interconnection Agreement.
- 19.9 Upon termination or expiry of this Interconnection Agreement each Party shall take such steps and provide such facilities as are necessary for recovery by the other Party of equipment (if any) supplied by that other Party. Each Party shall take reasonable steps to recover equipment made available by it.
- 19.10 If 30 calendar days after the termination or expiry of this Interconnection Agreement, a Party fails to recover equipment in good condition (normal wear and tear excepted) because of the acts or omissions of the other Party (or a Third Party appearing to have control of a site where such equipment is situated) the first Party may demand reasonable compensation from the other Party which shall be paid by the other Party within 60 calendar days from the date of the demand.
- 19.11 Without prejudice to a Party's rights upon termination or expiry of this Interconnection Agreement, a Party shall refund to the other a fair and equitable proportion of those periodic sums (if any) paid under this Interconnection Agreement for a period extending beyond the date of such termination or expiration.
- 19.12 Termination or expiry of this Interconnection Agreement shall not be deemed a waiver of breach of any term or condition of this Interconnection Agreement and shall be without prejudice to a Party's rights, liabilities or obligations that have accrued prior to such termination or expiry.
- 19.13 Notwithstanding the termination or expiry of this Interconnection Agreement Articles and Clauses 17, 19.9, 19.10, 19.11, 20, 21 and 25 inclusive shall continue in full force and effect for a period of six (6) years from the date of termination or expiry unless otherwise agreed by the Parties.
- 19.14 Each of the Parties' right to terminate or suspend performance of this Interconnection Agreement pursuant to this Article 19 is without prejudice to any other rights or remedies available to either Party. In particular nothing contained herein shall prevent a Party who has been served with a breach notice pursuant to Clause 19.2 hereof (and who is of the



reasonable opinion that no such material breach has occurred) referring the matter to the TRA for determination. The Parties shall use their best endeavours to ensure that the TRA shall determine the issue as expeditiously as possible after hearing submissions and representations from both Parties. The remedies available to the Party alleging a breach under this Article 19 by the other Party shall not be exercised by it pending adjudication on the matter by the TRA.



20 CONFIDENTIALITY

20.1 The Parties agree to treat all confidential information defined as such in Article 17 and Annex J hereof as confidential in accordance with the terms and conditions outlined in Annex J hereof.



21 INTELLECTUAL PROPERTY RIGHTS

21.1 Except as expressly otherwise provided in this Interconnection Agreement, Intellectual Property Rights shall remain the property of the Party creating or owning the same and nothing in this Interconnection Agreement shall be deemed to confer any assignment or right or title whatsoever or licence of the Intellectual Property Rights of one Party to the other Party, and nothing in this Agreement shall be deemed to restrict the rights of any Party to own, use, enjoy, licence, assign or transfer its own Intellectual Property.

22 REVIEW

- 22.1 A Party may seek to amend this Interconnection Agreement by serving on the other a review notice if:
- 22.1.1 either Party's licence is materially modified (whether by amendment or replacement);
or
 - 22.1.2 a material change occurs in the law or regulations (including codes of practice whether or not having the force of law) governing telecommunications in Oman; or
 - 22.1.3 this Interconnection Agreement makes express provision for a review or the Parties agree in writing that there shall be a review; or
 - 22.1.4 a material change occurs, including enforcement action by any regulatory authority, which affects or reasonably could be expected to affect the commercial or technical basis of this Interconnection Agreement; or
 - 22.1.5 this Interconnection Agreement is assigned or transferred by the other Party except if prior written consent to the assignment or transfer is not required under Article 26 hereof; or
 - 22.1.6 there is a general review pursuant to Clause 22.3 hereof.
- 22.2 A review notice shall set out in reasonable detail the issues to be discussed between the Parties.
- 22.3 A Party may initiate a general review of this Interconnection Agreement by serving a review notice during the period of three months commencing on 1st October in any year.
- 22.4 On serving of a review notice, the Parties shall forthwith negotiate in good faith the matters to be resolved with a view to agreeing to the relevant amendments to this Interconnection Agreement.
- 22.5 For the avoidance of doubt, the Parties agree that notwithstanding serving of a review notice, this Interconnection Agreement shall remain in full force and effect.
- 22.6 If the Parties fail to reach agreement on the subject matter of a review notice within 3 calendar months (the relevant period) in each case from the date of serving of such review notice, either Party may, not later than one calendar month after the expiration of the relevant period, request in writing the TRA to determine:
- 22.6.1 the matters upon which the Parties have failed to agree;



-
- 22.6.2 whether this Interconnection Agreement should be modified to take account of such matters; and, if so
- 22.6.3 the amendment or amendments to be made.
- 22.7 The Parties shall enter into an agreement to modify or replace this Interconnection Agreement in accordance with what is agreed between the Parties to conform with the TRA's determination.
- 22.8 The Parties may, at any time, agree in writing to a variation to the time periods specified above in relation to a particular review notice.



23 AMENDMENTS

23.1 Amendments and supplements to this Interconnection Agreement, including its Annexes, shall in order for them to be valid, should be drawn up in writing, dated and signed by both Parties. Such amendment and supplements shall not affect the validity or enforceability of any of the remaining provisions of this Interconnection Agreement.

24 FORCE MAJEURE

- 24.1 Neither Party shall be liable for any breach of this Interconnection Agreement caused by, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory, regulatory or legal obligation, industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom neither Party is responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.
- 24.2 The Party initially affected by a force majeure shall promptly notify the other of the estimated extent and duration of its inability to perform or delay in performing its obligations ("force majeure notification").
- 24.3 Upon cessation of the service effects of the force majeure the Party initially affected by a force majeure shall promptly notify the other of such cessation.
- 24.4 If as a result of a force majeure, the performance by the Party, initially affected, of its obligations under this Interconnection Agreement is affected, such Party shall, subject to the provisions of Clause 24.6, perform those of its obligations not affected by a force majeure. In performing those of its obligations not affected by a force majeure, the Party initially affected by a force majeure shall deploy its resources such that (when taken together with other obligations to its customers and Third Parties) there is no undue discrimination against the other Party.
- 24.5 To the extent that a Party is prevented as a result of a force majeure from providing all of the services or facilities to be provided under this Interconnection Agreement, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto.
- 24.6 Following a force majeure notification and if the effects of such force majeure continue for:
- 24.6.1 a continuous period of not more than 6 months from the date of the force majeure notification (whether or not notice of cessation has been given pursuant to Clause 24.3) any obligation outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;



24.6.2 a continuous period of 6 months or more from the date of the force majeure notification (and notice of cessation has not been given pursuant to Clause 24.3), the Party receiving the force majeure notification shall be entitled (but not obliged) to terminate this Interconnection Agreement by giving not less than 30 working days written notice to the other Party, provided that such notice shall be deemed not to have been given if notice of cessation is received by the Party receiving the force majeure notification prior to the expiry of the 30 working days notice. If this Interconnection Agreement is not terminated in accordance with the provisions of this paragraph 24.6.2, any obligations outstanding shall be fulfilled by the Party initially affected by the force majeure as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

25 LIMITATION OF LIABILITY

- 25.1 Neither Party has an obligation of any kind to the other Party beyond an obligation to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this Interconnection Agreement.
- 25.2 Subject to Clause 25.4, if a Party is in breach of any of its obligations under this Interconnection Agreement to the other Party (excluding obligations arising under this Interconnection Agreement to pecuniary compensation in the ordinary course of business), or otherwise (including liability for negligence or breach of statutory duty) such Party's liability to the other shall be limited to five hundred thousand Omani Rial (OMR 500,000) for any one event or series of connected events and one million Omani Rial (OMR,1,000,000) for all events (connected or unconnected) in any period of 12 calendar months.
- 25.3 Neither Party shall be liable to the other in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings, wasted expenditure or for any indirect or other consequential loss whatsoever arising in connection with the operation of this Interconnection Agreement, howsoever caused.
- 25.4 Each provision of this Article 25 is a separate limitation applying and surviving even if one or more such provisions is inapplicable or held unreasonable in any circumstances.



26 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

- 26.1 Unless otherwise agreed in writing, and subject to Clause 26.2, no rights, benefits or obligations under this Interconnection Agreement may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party.
- 26.2 No consent is required under Clause 26.1 for an assignment of rights, benefits or obligations under this Interconnection Agreement (in whole or in part) to a successor to all or substantially all of the assigning Party's Network to an associated company provided that such successor or Associated Company shall have had a licence granted to it to run the Network of the assigning Party.
- 26.3 The assigning Party shall promptly give notice to the other Party of any assignment permitted to be made without the other Party's consent. No assignment shall be valid unless the assignee/successor agrees in writing to be bound by the provisions of this Interconnection Agreement.



27 NOTICES

- 27.1 A notice shall be duly served if:
- 27.1.1 delivered by hand, at the time of actual delivery;
 - 27.1.2 sent by facsimile, upon its receipt being confirmed;
 - 27.1.3 sent by recorded delivery post, 4 calendar days after the day of posting.
- 27.2 Except if otherwise specifically provided all notices and other communications relating to this Interconnection Agreement (Level 1) shall be in writing and shall be sent according to the provisions in Annex K.
- 27.3 The level 2 escalation points within the Parties in relation to resolution of disputes shall be according to the provisions in Annex K.



28 ENTIRE AGREEMENT

28.1 This Interconnection Agreement, the contents of which are listed in Annex A, represents the entire understanding of and agreement between the Parties in relation to the subject matter of this Interconnection Agreement, and, unless otherwise agreed in writing, supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written.



29 WAIVER

29.1 The waiver of any breach of or failure to enforce, any term or condition of this Interconnection Agreement shall not be construed as a waiver of any other term or condition of this Interconnection Agreement. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.



30 SEVERABILITY

30.1 The invalidity, unenforceability of any provision of this Interconnection Agreement shall not affect the validity or enforceability of the remaining provisions of this Interconnection Agreement.



31 RELATIONSHIPS OF PARTIES

31.1 The relationship between the Parties is that of independent contractors. Nothing in this Interconnection Agreement shall be construed to make either Party hereto an agent, joint venture or partner of or with the other. Neither Party is granted any right of authority or agency, expressly or implicitly, on behalf of, or in the name of the other nor any right to legally bind the other in any manner whatsoever. Neither Party shall become liable through any representation, act or omission of the other, which is contrary to or unauthorised by the provisions of this Interconnection Agreement.



32 GOVERNING LAW

32.1 The interpretation, validity and performance of this Interconnection Agreement shall be governed in all respects by the laws of Oman and the Parties submit to the exclusive jurisdiction of the Omani Courts.



IN WITNESS WHEREOF THIS AGREEMENT WAS ENTERED INTO THE DAY
AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of **the Operator:**

[SIGNATURE]

[NAME]

[POSITION]

[DATE]

SIGNED for and on behalf of **Omantel:**

[SIGNATURE]

[NAME]

[POSITION]

[DATE]