

المملكة الأردنية الهاشمية

هيئة تنظيم قطاع الاتصالات



إخطار طلب ملاحظات على تعليمات

المشاركة في البنى التحتية لشبكات الاتصالات والتجوال الوطني

تاريخ الإصدار: ٢٠١٩/١١/٠٤

المدة المحددة لتقديم الملاحظات: ٣٠ يوماً من تاريخ نشر الإخطار بموجب نص المادة (٧) من تعليمات الهيئة المتعلقة بالقواعد الإجرائية لإصدار التعليمات وتعديلاتها.

الموضوع: تعليمات المشاركة في البنى التحتية لشبكات الاتصالات والتجوال الوطني

أولاً: المقدمة

تستند الهيئة في إصدار التشريعات الناضجة إلى صلاحياتها بموجب أحكام المادة (٦) من قانون الاتصالات رقم (١٣) لسنة ١٩٩٥ وتعديلاته والبند (أ/٥) من تعليمات القواعد الإجرائية لإصدار التعليمات وتعديلها بصيغتها المقررة من قبل المجلس بقراره رقم (٢-١١/٢٠١٠) تاريخ (٢٠١٠/٦/١٥)، وذلك كجزء من تنفيذ مهامها تنظيمياً لقطاع الاتصالات وتكنولوجيا المعلومات وفقاً للسياسة العامة لقطاعات الاتصالات وتكنولوجيا المعلومات والبريد للعام ٢٠١٨، وتسعى الهيئة من خلال هذه التعليمات حال إقرارها ووفقاً لما جاء بالسياسة العامة في الفقرة (٤٤) إلى تحديد التغييرات اللازمة والكافية المطلوب إجراؤها على الإطار التنظيمي لتيسير المشاركة في البنية التحتية، والقيام بما يلزم لتطبيق تلك

تتولى الهيئة المهام والمسؤوليات التالية:

- أ. تنظيم خدمات الاتصالات وتكنولوجيا المعلومات في المملكة وفقاً للسياسة العامة المقررة لضمان تقديم خدمات الاتصالات وتكنولوجيا المعلومات للمستخدمين بسوية عالية وأسعار معقولة وبما يحقق الأداء الأمثل لقطاعي الاتصالات وتكنولوجيا المعلومات.
- ب. وضع أسس تنظيم قطاعي الاتصالات وتكنولوجيا المعلومات بما يتفق مع السياسة العامة المقررة لتقديم تلك الخدمات على النحو الذي تقتضيه متطلبات التنمية الشاملة في المملكة وذلك بمقتضى تعليمات يصدرها المجلس لهذه الغاية.
- هـ. تحفيز المنافسة في قطاعي الاتصالات وتكنولوجيا المعلومات بالاعتماد على عوامل السوق وتنظيمها بصورة تكفل فاعليتها في تقديم خدمات الاتصالات وتكنولوجيا المعلومات والتأكد من أن تنظيمها يتم بصورة كافية وفاعلة لمنع المنافسة غير المشروعة أو الحد منها أو منع إساءة استخدام أي شخص لوضعه المهيمن في السوق واتخاذ الإجراءات اللازمة لهذه الغاية.

التغييرات. وعلى الهيئة تنفيذ قراراتها المتعلقة بإلزامية المشاركة في البنى التحتية، حيث تطلب السياسة من الهيئة تطبيق إطار واقعي للمشاركة في البنى التحتية بشروط تعاقدية عادلة ومعقولة، وهو ما تغطيه التعليمات المرفقة أدناه.

أشارت السياسة العامة لقطاعات الاتصالات وتكنولوجيا المعلومات والبريد للعام ٢٠١٨ كما جاء في الفقرة (٢٥) إلى موضوع البنى التحتية لقطاع الاتصالات والمشاركة بها ونشرها وتطويرها بما يدعم رؤية تحقيق الإقتصاد الرقمي. أما الفقرة (٢٨) فقد أشارت إلى ضرورة وجود كلفة إقتصادية مبررة للوصول إلى الموارد الأساسية وإلى البنية التحتية وأكدت على ضرورة المشاركة بالأبراج، والمناهل، والأنابيب، ومرافق البنية التحتية الأخرى، وحق الطريق عوامل حيوية ممكنة لعمل المشغلين. أما الفقرة (٤١) أشارت إلى أن المشاركة في البنية التحتية يساعد على توزيع التكاليف على عدد من المشغلين، وتوفير الطيف الترددي بأسعار مبررة اقتصاديا وهو ما يدعم وجود إطار تنظيمي وتشريعي صادر عن الهيئة.

ثانياً: الأسباب الموجبة لصدور التعليمات

١. تنفيذ إلزامات الهيئة بموجب السياسة العامة التي منحت وضع وتطبيق إطار واقعي للمشاركة في البنية التحتية للاتصالات للهيئة.
٢. توفير خدمات الاتصالات ذات جودة عالية وأسعار مناسبة للمستفيدين وبما يدعم توفير الخدمات في المناطق غير المخدومة وغير مكتملة الخدمات خاصة في المناطق الريفية والنائية مما يحقق مبدأ الخدمة الشمولية.
٣. تسعى الهيئة إلى الحد من حواجز الدخول إلى سوق قطاع الاتصالات، وتعزيز التنافس فيه وتشجيع نمو وظهور الخدمات الجديدة.
٤. العمل على تحقيق الاستخدام الأمثل للموارد النادرة المتوفرة وضمان الاستغلال الأمثل لسعاتها وإمكاناتها.
٥. تقليل الأعمال المدنية والتكاليف اللازمة للتنفيذ، وتقادي الآثار البيئية والاجتماعية مثل التلوث والإزعاج والازدحام المروري الناجمة عن تكرار الحفر.
٦. التأكد من أن يكون الوصول إلى الموارد الأساسية وإلى البنية التحتية بكلفة اقتصادية مبررة مما يؤدي إلى تخفيض النفقات الرأسمالية والتشغيلية (Opex and Capex) للمرخص لهم.
٧. تطوير البنية التحتية لشبكات الاتصالات بشكل مستمر من خلال إتاحة المرخص لهم للمعلومات الخاصة بشبكاتهم وأنظمتهم التي تم/ سيتم التشارك بها مع مشغلين آخرين.
٨. القضاء على مصطلح الحصرية (Exclusivity) في إنشاء البنية التحتية وإيجاد التوازن بينه وبين مصطلح النفاذ المفتوح (Open Access) الذي يسمح للمرخص لهم المُشارك بالنفاذ إلى البنية التحتية.

المرفق: التعليمات الخاصة بالمشاركة في البنى التحتية لشبكات الاتصالات والتجوال الوطني

المملكة الأردنية الهاشمية



Telecommunications Regulatory Commission

Instructions for Telecommunications Network Facilities and Infrastructure sharing and National Roaming

Issued by TRC Board Decision No.(--/2019) Dated (--/2019)

1. Background, Objectives, Definitions and Scope of the Instructions

1.1. Background

1. These Instructions are issued by the Telecommunications Regulatory Commission (TRC) in accordance with Articles 6(b) and 12 (a)(2) of the Telecommunications Law.
2. In January 2005, the TRC issued the amended "Interconnection Instructions", in which the categories of interconnection services were modified to reflect the requirements of a fully liberalized market, including Collocation and Infrastructure Sharing. The "Interconnection Instructions" include specific rules on the provisioning of Infrastructure Sharing and Collocation. In accordance with section 4.4 & 6.1.4 of the said Instructions, all licensees are required to provide Infrastructure Sharing and Collocation to other licensees subject to availability
3. On 5 March 2005, TRC issued a Statement on the implementation of infrastructure sharing and national roaming for mobile Telecommunications operators in Jordan. TRC indicated it would actively encourage the sharing Collocation and Infrastructure Sharing.
4. TRC issued the Instructions for the construction and modification of radio sites For the purpose of using frequencies by public telecommunication service providers, and TRC indicated in article (C) it would actively encourage the mast sharing and other relevant facilities for wireless telecommunications sites

1.2. Objectives of the Instructions

5. Achieving an enabling policy and regulatory framework conducive to infrastructure sharing and National Roaming;
6. Enabling competition in access networks and provide positive environmental impacts

7. Minimize operators' capital expenditure on supporting infrastructures and to free more funds for investment in core network equipment and innovative new services
8. Improving quality of service, especially and accelerating coverage for areas where the coverage costs for a single operator deployment is high (often rural areas).
9. encouraging national coverage and enhancing performance of networks that contribute to leveraging emerging technologies for affordable digital infrastructure and services
10. Ensuring positive impact on the wholesale and retail ICT and services prices.
11. to address the concerns of the public and the environmental and planning authorities over the environmental impact of multiplication of masts and towers;
12. Promote more environmentally friendly practices and benefits, as it reduces the visual impact of mobile networks on the landscape, reduces energy consumption, and mitigates citizens' concerns over base station radiation.
13. reduce up-front and operating costs of all telecommunications network operators;
14. promote fair competition through the sharing of Wireless Telecommunications Network Facilities which are not easily replicable and whose multiplication raises environmental and general public concerns;
15. encourage efficient investment in infrastructure and avoid wasteful replication of infrastructure through reducing the inefficient and unnecessary duplication of existing Telecommunications Network Facilities and infrastructure

16. Ultimately, to enhance consumer choice in terms of price, quality and availability of services and attempt to alleviate their concerns regarding the safety of the environment.
17. Overcoming challenges related to deployment of infrastructure where deploying equipment infrastructure is not (easily) replicable (like in indoor) and even in dense areas where finding new sites could be very difficult.
18. Promote for more efficient rollout of next-generation networks (NGN) five-generation network (5G), accelerate affordable access for digital transformation.
19. To ensure that National Roaming between the Operators in Jordan takes place on a fair, transparent and economically efficient basis, for the benefit of consumers, Operators and the overall economy.
20. Improve the resilience of Mobile Communications networks and services for improvement in quality of Communications services in Jordan;
21. Promote the availability and seamless nationwide access by consumer to mobile services in Jordan.

1.3. Definitions

22. Unless otherwise defined in this Instructions any word, or expression, shall have the meaning as defined in the Telecommunications Law.
23. References to a word or phrase in the plural encompass references to words or phrases in the singular and vice versa.
24. References to a word or phrase in a different grammatical conjunction from the grammatical conjunction of a word or phrase defined below will, as far as possible, have the same corresponding meaning as the defined word or phrase.

25. The terms below shall have the following meanings:

“Sharing Agreement” means an agreement between an Owning Licensee and a Sharing Licensee for sharing the Owning Licensee’s Telecommunications Network Facilities.

“Referring Party” means the Negotiating Licensee that refers a dispute to TRC, in accordance with Article (2.8) of this Instructions.

“Requesting Licensee” means a Licensee that submits a Sharing Request to an Owning Licensee.

“Owning Licensee” means a Licensee that owns manages or leases a Telecommunications Network Facility.

“Sharing Licensee” means a Licensee that shares the Telecommunications Network Facility of an Owning Licensee subject to a Sharing Agreement.

“Negotiating Licensees” means a Requesting Licensee or Licensees and Owning Licensee negotiating a Sharing Agreement.

“Site” means a place where a Telecommunications Network Facility or group of similar facilities is located.

“Sharing Request” means a written request from the Sharing Licensee to the Owning Licensee to share a Telecommunications Network Facility.

“Telecommunications Network Facility” means any physical or virtual part(s) of the infrastructure required for the operation of a telecommunications network as stipulated in Article 2 of this Instructions

“Telecommunications Law” or ‘**Law**’ means the Telecommunications Law No 13 of 1995 of Jordan and its amendments.

“Private Telecommunications Network” means the Telecommunications system operated for the benefit of a single Person or a single group of Persons under common ownership to serve their own needs

“Public Network Operator” means a Licensee that is an operator of a Public Telecommunications Network.

“Public Telecommunications Network” or ‘Network’ means a Telecommunications System or a group of Telecommunications Systems for the offering of Public Telecommunications Services to Users pursuant to the provision of the Law.

“User” means a person who makes use of Public Telecommunications Services using telecommunications means.

“Public Telecommunications Services” means a telecommunications service provided for compensation to the general public or any category thereof, in accordance with the Law.

“Telecommunications System” means any transmission or switching device or other device, or instrument used to convey, receive or transmit Telecommunications signals for the purpose of providing Public or Private Telecommunications Services as the case may be.

“Host Operator” is an Operator on whose system or network a subscriber roams by means of roaming arrangements by the hosted Operator

“Hosted Operator” means the Operator with which a subscriber has a direct contractual relationship for access to and use of mobile services

1.4. Scope of the Instructions

26. These Instructions is to establish a framework within which Requesting Licensees, Sharing Licensees and the Owning Licensees can negotiate and conclude sharing arrangements of the applicable Telecommunications Network Facilities, and National Roaming arrangements between all Operators licensed in Jordan that are engaged in the provision of Public Telecommunications services.

27. All Telecommunication infrastructures constructed or located within Hashemite kingdom of Jordan, except those exclusively used for purposes of State security and emergency services, shall comply with the terms of these Instructions

28. The Instructions will be subject to review and may be amended following consultation with interested parties in the light of experience of their operation, of development in telecommunications markets and of any changes to Jordanian national laws.

2. Telecommunications Network Facilities

29. Any Licensee that owns, leases or manages the following Telecommunications Network Facilities is obliged to negotiate and enter into a Sharing Agreement, upon request, with respect to these facilities:

- a) telecommunications Sites, including but not limited to land, space and access to such Sites;
- b) masts, towers, poles, antenna structure and other similar structures used in the Site;
- c) Space, buildings, shelters and rooms in the Sites, including access to such premises;
- d) utilities required for the operation of Sites, including but not limited to power, cooling, fire protection and earthing;
- e) Rights of way, Trenches
- f) Dark fiber, cable access, including but not limited to ducts, routes and trays.

30. Telecommunications Network Facilities & Infrastructures subject to sharing are those that can be shared without an attendant risk of lessening of competition.

31. The TRC may from time to time reviews the list of infrastructures that can be shared.
32. The TRC shall at all times reserve the right to examine incidence of infrastructure sharing to ensure consistency with the relevant license(s) and reduce the risk of a lessening of competition.
33. Where the TRC, acting pursuant to Article (30, 31, 32) above, determines that an Network Facilities & Infrastructures sharing arrangement is inconsistent with the relevant license(s), and/or identifies a risk of lessening of competition as a consequence of such infrastructure sharing, it may require such specific arrangement to be discontinued.

2.1 Obligations to Share Facilities

34. Licensees wishing to share Telecommunications Network Facilities shall have the right to negotiate and come to agreement on terms and conditions of a Sharing Agreement. The terms and conditions of such Sharing Agreements shall be in accordance with the principles and conditions stipulated by these Instructions.
35. The Owning Licensee shall be obliged to share Telecommunications Network Facilities with other Licensees on a first-come, first-served basis, determined by the chronological order in which it receives requests for sharing its Telecommunications Networks Facilities
36. Telecommunications Network Facility sharing shall be provided based on the principles of impartiality and non-discrimination.
37. All negotiations for Sharing Agreements must be conducted by all parties in utmost good faith. The Owning Licensee of the facility must not:
 - a. Obstruct or delay negotiations;

- b. Refuse to provide information relevant to an agreement, including information necessary to identify the Telecommunications Network Facilities needed and cost data.
- 38. Negotiating Licensees should provide enough information to each other during the negotiation process on issues related to the facility sharing. Such information shall always be treated as confidential by the negotiating parties. Response to any such request should be prompt to avoid delay.
- 39. Every Sharing Agreement shall be in writing and shall specify the contractual terms and conditions agreed on by the parties.
- 40. To facilitate improved co-ordination and compatibility of the provisions of sharing facilities, the Sharing Agreement must employ standard provisions for the establishment and operation of such facilities under the Sharing Agreement. The provisions should cover at least the areas of:
 - a. The Sharing Licensee's physical Components and visiting rights to the Telecommunications Facilities;
 - b. Maintenance, safety and cleaning;
 - c. fault clearance including urgent faults;
 - d. Security.
- 41. Parties of Sharing Agreement must submit to TRC an original executed final Sharing Agreement within 5 working days of execution of the Sharing Agreement. The submitted Sharing Agreement must be accompanied by a written declaration signed by both parties that the Sharing Agreement complies with the Law and the Instructions.
- 42. TRC may examine negotiated Sharing Agreements to ensure compliance with the Telecommunications Law, Licenses, these Instructions and any other related Instructions, and in particular to ensure that:
 - a. The agreement is efficient; and

- b. Each party substantively retains its own network identity from both a commercial and technical perspective.
- 43. TRC may require that any Sharing Agreement is amended to rectify any failure to comply with these Instructions. TRC must provide written reasons for its decision to amend the Sharing Agreement. Any decision of Instructions that a Sharing Agreement should be amended, shall be implemented by the parties within the time as specified in TRC's decision.
- 44. For the purpose of facilitating efficient and balanced Sharing Agreements between the Owning Licensees and Sharing Licensees, a sample Sharing Agreement will be published on TRC's web site.

2.2 Sharing Agreement Negotiation Procedure

- 45. The Owning Licensee must have a Sharing Request form that can be instantly provided to the Requesting Licensee. The form should contain all details and any other information required by the Owning Licensee to start the feasibility study.
- 46. The Requesting Licensee wishing to share the Telecommunications Network Facility must complete and submit a Sharing Request form to the Owning Licensee.
- 47. Within 21 working days from the date of submission of the form by the Requesting Licensee, the Owning Licensee must complete the feasibility study and provide a decision to the Requesting Licensee in writing. The decision may be to:
 - a. confirm the availability of the facility and proposal to start the procedure to complete a Sharing Agreement;
 - b. confirm the availability of the facility subject to suggested reasonable amendments to the application and proposal and date to start the procedure to complete a Sharing Agreement; or
 - c. reject a Sharing Request

48. The decision to refuse an application for infrastructure sharing shall be communicated in writing to the requesting operator specifying the reasons for such refusal
49. Once the feasibility study has been completed and availability of the facility is confirmed, the time frame for completing a Sharing Agreement should not exceed 21 working days from:
- a. in case of decision issued under Article 47(a) of this Instructions, the date of the acceptance letter of the Owning Licensee; or
 - b. in case of decision issued under Article 47(b) of this Instructions, the date the Owning Licensee receives the letter from the Requesting Licensee accepting the suggested amendments
50. The commencement date for sharing the requested Telecommunications Network Facility must be within a reasonable time from the date of signing the Sharing Agreement by both parties, taking into account the reasonable time to develop or alter the requested Telecommunications Network Facility, if required.
51. The cost incurred by the Owning Licensee to develop or alter the requested Telecommunications Network Facility shall be settled in line with the conditions of these Instructions.
52. Upon execution of a negotiated Sharing Agreement the parties shall forward the agreement to TRC in accordance with Article 41 of these instructions.
53. Every operator shall reserve the right to decline a sharing request on grounds of;
- a. Insufficient capacity
 - b. Safety, reliability, incompatibility of facilities and

- c. General engineering considerations.
54. The owning licensee shall not be required to share its Facilities where in the view of the TRC it is not reasonable to require the owning Licensee to provide sharing including but not limited to circumstances where;
- a. it is beyond the control of the owning Licensee to provide infrastructure sharing and/or
 - b. it is not reasonably practicable for the owning Licensee to provide infrastructure sharing

2.3 Redevelopment and Alteration of Facilities

55. Licensees are encouraged to pursue a policy of facility sharing within the constant development and upgrading of their networks facilities so as to make adequate capacity and space available to other licensees for the sharing of facilities.
56. There shall be no obligation on owning Licensees to develop new infrastructure whenever its capacity has reached saturation level. However, owning Licensees are expected to reasonably take into consideration the demand for infrastructure sharing when expanding their facilities and or installing or deploying new infrastructure amenable to sharing.
57. Where there is no capacity at the existing facilities to meet the needs of additional requesting Licensees, the owning licensees should consider redevelopment as a means of increasing capacity at existing facilities.
58. The TRC will consider that capacity is available where the specific resource is not occupied nor reserved by the owning licensee.
59. Licensees (both Owning and Sharing) shall ensure that existing facilities are used efficiently and shall expediently free up the space on the

facilities by removing any equipment, which is no longer necessary for the business of the respective Licensee.

60. Where the Requesting Licensee requests facility sharing on or in Telecommunications Network Facilities and the existing capacity is fully utilized (taking into account the obligation to remove unnecessary equipment in Article 59 of this Instructions), the Owing Licensee shall extend the facility to allow for sharing, provided the facility is technically capable of withstanding the additional loads.
61. Where the mast and towers require extension, the work shall be carried out in such a way that ensures clearance angles and minimum separation distances between antenna systems of different operators are respected and kept clear of obstacles. Each licensed operator may decide on the antenna configuration and positioning within its allocated space in or on the Wireless Telecommunications Network Facilities, as long as clearances and distances from other licensed operator(s) are not violated.
62. The Requesting Licensee shall be obliged to pay to the Owing Licensee a one-off payment to compensate for the proportion of costs efficiently incurred by the Owing Licensee in carrying out the upgrade and alteration works to the facilities requested for sharing. The proportion of costs shall be calculated to the amount of the benefit incurred by the Requesting Licensee because of the upgrade or alteration compared with the benefit incurred by the Owing Licensee and any other Sharing Licensees currently or in the future.
63. The development or alteration required and the related cost should be jointly assessed by the parties or, where the parties cannot agree or consider it to be most practical, then by an independent third party expert appointed by agreement of the parties or, failing such agreement, then by TRC, and shared at the percentage agreed by all parties, or in the case of failure to agree, set by the independent third party expert.

64.The Owing Licensee shall give adequate written notice to Sharing Licensees of its intention to develop and/or alter Telecommunications Network Facilities. The notice period shall not be less than six (6) months for Telecommunications Network Facilities development and twelve (12) months for collocation change.

65.A Requesting Licensee may request a site inspection if it is deemed necessary by it for the purpose of assisting that party to reach an informed decision.

2.4 Capacity Issues

66.Capacity or space shall be considered available where the existing facility or site is technically and physically capable of accommodating extra Telecommunications Network Facilities and equipment (taking into account the obligation to remove the unnecessary equipment in Article 59 of these Instructions).

67.The Owing Licensee shall have the right to reserve reasonable capacity or space for future use, provided the Owing Licensee has a clearly demonstrable and reasonable development plan to use such capacity or space within one year of reserving the capacity or space.

68.Owing Licensees must remove from any space or facility that can be shared any unnecessary, abandoned or obsolete equipment or facilities which is or will be no longer necessary for the business of the Owing Licensee and/or any Sharing Licensee.

2.5 Assessment of Sharing Feasibility

69.An Owing Licensee shall have the right to refuse a Sharing Request in the following cases:

- a. where the available space is either fully occupied (taking into account the obligation to remove the unnecessary equipment in Article 59 of this Instructions) or the remaining space is reserved

for the Owning Licensee's or another Requesting Licensee's use, as specified within this Instructions;

- b. where the sharing of a facility is not technically or economically feasible;
- c. Where the Sharing Request, if granted, will constitute a threat to safety or affect the reliability of the Owning Licensee's network or services.

70. The Owning Licensee must provide detailed written reasons and justifications to the Requesting Licensee in case of sharing refusal. If possible, the Owning Licensee shall propose amendments to the requested sharing in order to overcome the reasons for possible rejection of the Sharing Request. A copy of the response must be sent to TRC.

71. In case of refusal decision issued under article 69, TRC shall examine the refusal case and request the owning Licensee a written justification and may perform a site survey if necessary to ensure the compliance.

2.6 Safety and Protection Arrangements

72. Without prejudice to Article 96 of this Instructions, Licensees shall keep the apparatus safe and in a good state of repair and condition throughout the term of sharing and shall comply with:

- a. the recommendations and requirements of the International Commission on Non-Ionising Radiation Protection as published from time to time; and
- b. any other requirements and recommendations issued by the relevant Government agencies or public bodies of the Kingdom of

Jordan related to the public security, right of ways, emergency, etc....

73. All parties of Sharing Agreement shall make every effort to ensure the efficient and safe use of spaces as a result of Sharing Agreements.
74. For wireless telecommunications Networks, Mast and tower sharing shall require consideration of load bearing capacity, azimuth angle of different Licensees, tilt of the antenna, and height of the antenna before an agreement can be executed.
75. For wireless telecommunications Networks, The Licensees working on masts and towers shall be responsible for informing their staff and protecting them from any possible danger as a result of their work.
76. Negotiating Licensees may request some form of physical separation of their Telecommunications Equipment to ensure internal and external security, reduce interference and limit damage to each other's Telecommunications Equipment.
77. The degree to which separation of Telecommunications Equipment will be necessary will be determined, among other things, by:
 - a. prevailing local circumstances;
 - b. available space;
 - c. special requirements of Requesting Licensee;
 - d. level of standardization of Telecommunications Equipment; and
 - e. risk of damage to Telecommunications Equipment

2.7 Sharing Facilities and Component Pricing

78. Prices for sharing Telecommunications Network Facilities shall be fair and reasonable and based on cost.

79. TRC may require any Licensee to provide justification for their sharing facilities and component prices and may, where appropriate, require that any or all prices be adjusted so that they are in accordance with the provisions of the Telecommunications Law and conditions stipulated by these Instructions.

2.8 Dispute Resolution

80. The dispute resolution process and procedure in these Instructions will be a paper only process, except when TRC determines that an oral hearing is necessary in order to determine the dispute.

81. TRC may resolve the following disputes arising between the parties in accordance with the provisions of this Article if such a dispute is referred to TRC within the deadlines stipulated in each respective subparagraph of this Article below:

- a. The Owning Licensee does not reply to a Sharing Request within the timeframe prescribed by Article 47 of this Instructions. Submission of the dispute to TRC must occur within 15 working days of the deadline for the reply;
- b. The Requesting Licensee wishes to dispute:
 - i. The Owning Licensee's letter proposing amendments, issued under Articles 47(b) and Article 69 of this Instructions. Submission of the dispute to TRC must occur within 15 working days from the date of the Requesting Licensee receiving that letter; or
 - ii. a rejected Sharing Request issued under Articles 47(c) and Article 69 of this Instructions. Submission of the dispute to TRC must occur within 15 working days from the date of receiving that letter.
- c. The parties do not enter into a Sharing Agreement in accordance with Article 49(a). Submission of the dispute to TRC must occur

within 15 working days of the deadline for finalizing the Sharing Agreement in accordance with Article 49(a) of this Instructions;

- d. After the Requesting Licensee has accepted the Owning Licensee's proposed amendments in accordance with Article 49(b) and the parties do not enter into a Sharing Agreement in accordance with Article 49(b). Submission of the dispute to TRC must occur within 15 working days of the deadline for finalizing the Sharing Agreement in accordance with Article 49 of this Instructions;

82. The Referring Party must submit its complaint in writing to TRC with all supporting documentation and evidence, including correspondence between the parties and statements from any witnesses it wishes to rely upon.

83. TRC must acknowledge receipt of the submission within 5 working days of receipt of the submission.

84. Within 10 working days of receipt of the submission TRC must determine if the Referring Party has a valid complaint or not. If TRC determines that the Referring Party does not have a valid complaint it must write to the Referring Party within 15 working days of receipt of the submission explaining in detail its reasons for considering the Referring Party's submission and case to be invalid.

85. If TRC determines that the Referring Party has a valid complaint it will forward the dispute to the Other Party and request a response within 15 working days from the date of TRC forwarding the dispute to the Other Operator, unless TRC specifies otherwise.

86. The Other Party must respond to TRC within 15 working days from the date on which TRC forwarded the dispute to the Other Operator, unless TRC specifies otherwise.

87. The Other Party's response must respond to each point raised by the Referring Party and must provide full supporting documentation and

evidence, including correspondence between the parties that may not have been relied upon by the Referring Party and statements from any witnesses it wishes to rely upon.

88. Upon receipt of the Other Party's response TRC will consider whether further documentary evidence is required and make written requests for same from either or both parties.

89. Upon receipt of all required documentary evidence TRC will notify the parties of the expected date of its decision on the resolution of the dispute.

90. Should TRC determine that the Owning Licensee should share the Telecommunications Network Facilities in question; the parties must enter into a Sharing Agreement following the procedures outlined in Article 49 of these Instructions above.

91. TRC is empowered to issue decisions include an order imposing Telecommunications Facility sharing arrangements between the parties.

2.9 Adherence to Other Rules and Instructions

92. Without prejudice to the provisions of this Instructions, the Licensees shall adhere to all other laws and Instructions issued by TRC, Governmental agencies and other public bodies of the Kingdom of Jordan with regard to health and safety, public security and right of ways at work and the deployment of infrastructure in the Hashemite Kingdom of Jordan

2.10 Enforcement and Penalties

93. Licensed Operators that materially or persistently fail to comply with the provisions of this Instructions will be deemed in material breach of the Telecommunications Law and will be subject to enforcement action under the relevant provisions of the Telecommunications Law

3. National Roaming

3.1 National Roaming Obligation

94. National Roaming shall apply to all Operators licensed in Jordan that are engaged in the provision of Mobile Communications services.
95. The National Roaming shall not include any service that is not interconnected with the public switched network.
96. Upon receipt of a reasonable request, an Operator is obliged to provide roaming to any technologically compatible Operator, on terms and conditions contained in a roaming agreement that are mutually agreed upon, just, commercially reasonable and non-discriminatory.
97. This roaming obligation shall apply to each of its currently deployed networks and any future networks (all spectrum bands and generations of technologies used by the Host Operator to provide Mobile Communications services to its own subscribers/end users). This obligation shall also be applicable to all the geographic areas (in any specified area or location in Jordan) where the Host Operator has a cellular mobile network footprint or coverage if the Host Operator does provide international roaming services in the specified area or location.
98. Requests for roaming arrangements shall be dealt with by each Operator according to a non-discriminatory process. The roaming arrangements and the conclusion of an associated agreement shall not be conditioned on reciprocity or exclusivity.
99. National Roaming services shall be limited to the network and/or services of the Host operators.

3.2 National Roaming Negotiation Procedure

100. An Operator that seeks to have national roaming arrangement with another Operator (Hosted Operator) must send the other Operator a written request for roaming The request should contain all details and any other information required by the Host Operator to start the feasibility study; This request should be copied to the TRC.
101. Within 21 working days from the date of submission of the form by the hosting operator, the Host Operator must complete the feasibility study and provide a decision to the Requesting Licensee in writing. The decision may be to:
- a. confirm the National Roaming request and proposal to start the procedure to complete a Roaming Agreement;
 - b. confirm the National Roaming request with a suggested reasonable amendment to the application and proposal and date to start the procedure to complete a Roaming Agreement; or
 - c. reject a National Roaming Request
102. The decision to refuse a request for National Roaming shall be communicated in writing to the Hosted operator specifying the reasons for such refusal
103. Once the feasibility study has been completed and availability of the facility is confirmed, the time frame for completing a National Roaming Agreement should not exceed 21 working days from:
- a. in case of decision issued under Article 101(a) of this Instructions, the date of the acceptance letter of the Host Operator Licensee; or
 - b. in case of decision issued under Article 101(b) of this Instructions, the date the Host Operator Licensee receives the letter from the Hosted Operator accepting the suggested amendments

104. The commencement date for National Roaming must be within a reasonable time from the date of signing the Agreement by both parties, taking into account the reasonable time to develop or alter the Host Operator's Network Facilities, if required.
105. The cost incurred by the Owning Licensee to develop or alter the Host Operator's Network Facilities shall be settled in line with the conditions of these Instructions.
106. Upon execution of a negotiated National Roaming Agreement the parties shall forward the agreement to TRC in accordance for approval

3.3 Information for consideration of a request

107. Effective the date of these Instructions, each Operator shall maintain adequate information that shall be availed to any other Operator that expresses an interest for roaming arrangements. This information shall comprise:
- a. the information required by the Operator for consideration of a request for roaming arrangements, including but not limited to, technical data, engineering information, network requirements, and other information relevant to formulate a roaming agreement,
 - b. information to facilitate the potential Hosted Operator in preparing a request for roaming arrangements including, but not limited to:
 - c. information on areas covered;
108. technical characteristics of voice, data, and SMS services, including the technologies available in each area;
109. security requirements and confidentiality of proprietary information, including, among others, standards and measures that must be complied with by both parties to ensure network integrity and safety standards;

110. Information required by the Operator towards the consideration and implementation of roaming arrangements shall be limited to the minimum necessary to allow the Host Operator to provide an efficient roaming service.
111. The Host Operator shall not, during consideration of the request, seek information on the commercial nature of the services which the Operator that has made a request for roaming or plans to offer other than to verify that the roaming requested shall not be used for purposes other than the provision of Mobile Communications services.
112. Host Operator shall inform the Operator that has made a request for roaming of any additional information required in respect of the request promptly and in a timely manner (in not more than five (5) working days from receipt of a request).

3.4 Pricing of National Roaming

113. The Operators shall negotiate the prices of national roaming. If the Operators fail to agree on the prices to be charged, either Operator may refer the dispute to the TRC for resolution. such TRC resolution shall be binding and enforceable to all parties (operators)
114. The prices for national roaming shall be cost oriented below retail levels.
115. Billing of National Roaming
- a. The CDRs shall be collected and rated by the Host Operator and forwarded to the Hosted Operator within the file transfer timelines stipulated in the Agreement to enable monthly billing of usage, fraud detection and usage monitoring.

- b. The operators shall share such information as signaling protocol(s) used in their Intelligent Networks (IN) to enable real time billing services, and fraud control.

3.5 Refusal of a request for roaming arrangements

116. Refusal shall include objectively justified reasons, backed up by evidence, as applicable, to support the reasons put forth for the refusal.

117. Reasons for which a Host Operator may decline a request for roaming arrangements may include the following:

- a. the network of the Operator requesting roaming arrangement is not technologically compatible;
- b. it is not technically feasible to provide roaming for the particular mobile service for which roaming is requested and any changes to the Host Operator's network necessitated to accommodate roaming for such mobile service are not economically reasonable;
- c. the mobile services for which roaming is sought are not offered by the Host Operator to its end-users
- d. An unfounded suspicion of a particular behavior or outcome of the roaming arrangements shall not be justifiable reason to warrant a decline of a request for roaming arrangements.
- e. If the TRC reviews the reasons for refusal and finds that these are not justified, then the Host Operator shall respond to the request for roaming with an offer to enter into a roaming agreement (in any case response shall be within five (5) working days at max) .

3.6 Regulatory supervision of roaming arrangements

118. The parties to a roaming agreement shall file the agreement with the TRC within fifteen (15) working days from signing the agreement, for the review to ensure compliance with the law, regulations, these national roaming Instructions and other regulatory requirements. The TRC may

require the Operators to amend any terms and conditions in the roaming agreement.

119. Review and approval by the TRC shall also seek to prevent anti-competitive practices or consequences and protect interests of consumers in respect of matters such as quality of service, access to services and tariffs.
120. The Operators may amend their roaming agreements from time to time but must submit the changes to the TRC for approval within fifteen (15) working days of their signature.
121. The TRC may itself require the Operators to amend their roaming agreement to accommodate any changes in the regulatory or legal environment, Government policy, technology, markets and competition, national security requirements, or for any other reason.
122. Neither Operator shall terminate or suspend the approved roaming agreement for whatever reason without prior approval of the TRC, unless this is mutually agreed by both parties. In case of mutual agreement to termination or suspension, the Operators shall inform the TRC within three (3) working days of this decision.
123. A Hosting Operator may not interrupt, block, discontinue or otherwise impair any national roaming service it provides to any other Operator without prior written consent of the TRC.
124. Where the Hosting Operator encounters an incidental failure/break down on its network which results in interrupting, blocking, or otherwise impairing any of the roaming arrangements/agreement and is unable to obtain prior consent from the TRC, the Hosting Operator shall immediately inform the TRC on occurrence and update the TRC on action to be taken and undertaken to restore service.
125. The TRC may inspect the facilities of or request any information from the Operators from time to time that it deems relevant for the purposes

of monitoring and ensuring compliance with the LAW, the regulations, license terms and conditions, and these instructions.

126. Each Operator shall be obliged to comply with such inspections or requests by the TRC for information in the manner set out by the TRC.

3.7 Obligations associated with provision of mobile services

127. Although service provision obligations such as legal interception, and quality of service shall be supported under such roaming agreements, these obligations shall at all times remain the responsibility of the Hosted Operator.

128. Consideration shall be done of evidence of inadequate service performance by a Host Operator to a Hosted Operator under the roaming arrangements before determining sanctions and remedial action for shortfalls in associated license obligations.

3.8 Dispute resolution

129. The TRC shall adjudicate all National Roaming disputes referred on a case by case basis, The dispute resolution process and procedure in this Instructions will be a paper only process, except when TRC determines that an oral hearing is necessary in order to determine the dispute.

130. Where there is a dispute in relation to national roaming, either party to the dispute may refer the dispute to the TRC for adjudication mediation or resolution and the issuance of binding resolutions.

131. TRC may resolve the following disputes arising between the parties in accordance with the provisions of this Article if such a dispute is referred to TRC within the deadlines stipulated in each respective subparagraph of this Article below:

- a. The Host Operator does not reply to a Sharing Request within the timeframe prescribed by Article 101 of this Instructions,

Submission of the dispute to TRC must occur within 15 working days of the deadline for the reply;

b. The Requesting (Hosted) Operator wishes to dispute:

iii. The Owning Licensee's letter proposing amendments, issued under Articles 101(b) and Article 117 of this Instructions. Submission of the dispute to TRC must occur within 15 working days from the date of the Hosted Operator receiving that letter; or

c. A rejected National Roaming Request issued under Articles 101(c) and Article 117 of these Instructions. Submission of the dispute to TRC must occur within 15 working days from the date of receiving that letter.

d. The parties do not enter into a National Roaming Agreement in accordance with Article 103(a). Submission of the dispute to TRC must occur within 15 working days of the deadline for finalizing the National Roaming Agreement in accordance with Article 103(a) of this Instructions;

e. After the Hosted Licensee has accepted the Hosting Licensee's proposed amendments in accordance with Article 103(b) and the parties do not enter into a National Roaming Agreement in accordance with Article 103(b). Submission of the dispute to TRC must occur within 15 working days of the deadline for finalizing the National Roaming Agreement in accordance with Article 49 of this Instructions;

132. The Referring Party must submit its complaint in writing to TRC with all supporting documentation and evidence, including correspondence between the parties and statements from any witnesses it wishes to rely upon.

133. TRC must acknowledge receipt of the submission within 5 working days of receipt of the submission.
134. Within 10 working days of receipt of the submission TRC must determine if the Referring Party has a valid complaint or not. If TRC determines that the Referring Party does not have a valid complaint it must write to the Referring Party within 15 working days of receipt of the submission explaining in detail its reasons for considering the Referring Party's submission and case to be invalid.
135. If TRC determines that the Referring Party has a valid complaint it will forward the dispute to the Other Party and request a response within 15 working days from the date of TRC forwarding the dispute to the Other Operator, unless TRC specifies otherwise.
136. The Other Party must respond to TRC within 15 working days from the date on which TRC forwarded the dispute to the Other Operator, unless TRC specifies otherwise.
137. The Other Party's response must respond to each point raised by the Referring Party and must provide full supporting documentation and evidence, including correspondence between the parties that may not have been relied upon by the Referring Party and statements from any witnesses it wishes to rely upon.
138. Upon receipt of the Other Party's response TRC will consider whether further documentary evidence is required and make written requests for same from either or both parties.
139. Should TRC determine that the Hosting Operator Licensee should accept the National Roaming request in question, the parties must enter into a National Roaming Agreement following the procedures outlined in Article 103 of these Instructions above.
140. The decision of the TRC or results of the arbitration shall be final and binding. This may include imposing a roaming agreement between the

Operators, or imposing particular terms and conditions on them, or requiring the Operators to undertake specific steps in order to conclude a roaming agreement.

3.9 Stakeholder Responsibilities

3.9.1 Host Operator

141. When a presumptively reasonable roaming request is made, the Operator to whom the request is made has a duty to respond to the request and avoid actions that unduly delay or stonewall the negotiations regarding that request.

142. The host Operator shall not alter the technical characteristics of mobile services in such a way as to make them differ from the technical characteristics of the same services provided to its own end-users unless otherwise agreed under the roaming agreement.

3.9.2 Hosted Operator

143. The hosted Operator shall promptly honor all payment dues prescribed in the roaming agreement.

3.10 Enforcement and Remedial Measures

144. Any Operator who fails to comply with the requirements and obligations contained in these instructions or fails to submit information as required to be submitted by these instructions, shall be deemed guilty of contravening the LAW.

145. Remedial action by the TRC in respect of such contravention may include:

- a. issuance of a written warning with a deadline for compliance by the respective Operator;
- b. imposing fine in accordance with the License;

- c. Take any other measure the TRC deems as reasonable in the circumstances.

4. Standardization

146. To facilitate improved co-ordination and compatibility of equipment, parties to an infrastructure sharing arrangement should endeavor to develop and employ standard procedures for provision and operations under the arrangement.

147. The standard procedures to be developed by parties under the arrangement will be in the areas of:

- a. Maintenance
- b. Fault clearance
- c. Access at the facility
- d. Emergency
- e. Cleaning
- f. Safety
- g. Security

148. Parties are also to ensure that standardized equipment and unified techniques/technical interfaces are used for the mandates of infrastructure sharing and National Roaming where applicable.

149. The liberty to use assigned space for its own purpose does not allow parties to install incompatible equipment which may cause interference to other parties' equipment or impede usage of space allocated to them.

5. General Instructions

150. All Licensees shall comply with these Instructions to the extent that they are applicable to their licensed activities as determined by the TRC

151. The Instructions shall apply to all Licensees unless expressly stated otherwise.

152. The Instructions do not apply to operators of Private Telecommunications Networks or to Users. Such operators shall be entitled to 'Connection' services but not 'Interconnection'. Connection services are outside the scope of the Instructions.

153. The TRC understands that implementation of the Instructions may necessitate Licensees to undertake a number of changes to their systems, processes and contractual arrangements. The TRC will consult with affected parties to agree a schedule for compliance with the Instructions.

6. Entry Into Force

154. These Instructions shall enter into force from the day following publication.