

**THE HASHEMITE KINGDOM OF JORDAN**  
**TELECOMMUNICATIONS REGULATORY COMMISSION (TRC)**



**INSTRUCTIONS FOR IMPLEMENTING THE QUALITY OF SERVICE FRAMEWORK IN  
JORDAN**

Board of Commissioners Decision No (6-11/2010) issued in 15<sup>th</sup> Jun. 2010

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## TELECOMMUNICATIONS REGULATORY COMMISSION (TRC)

### INSTRUCTIONS FOR IMPLEMENTING THE QUALITY OF SERVICE FRAMEWORK IN JORDAN

Issued Pursuant to **Article 6 (c, d, m)**, **Article 12 (a/2)**, **Article 29 (b)**, and **Article 59**, of the **Telecommunications Law** No (13) of 1995 and its amendments.

#### Section I: Introductory Provisions

##### Article (1) Citation

These **Instructions** shall be cited as "**Instructions** for Implementing the Quality of Service (QoS) Framework in Jordan", hereinafter will be referred to as "**Instructions**", and shall come into effect as of the date of their approval by the Board of Commissioners of the **TRC**.

##### Article (2) Scope of Instructions

These **Instructions** are adopted by the **TRC** and shall be applied to **Licensees** to form the principal structure for QoS measurement, reporting, enforcement and publication.

##### Article (3) Applicability

These **Instructions** shall be strictly adhered to by all the **Licensees**, as well as by the **TRC** staff members to whom the implementation of these **Instructions** shall be assigned, unless otherwise provided for herein.

##### Article (4) General Principles

The QoS Framework shall be governed by the following principles:

- A. Performance in accordance with the requirements of the **Telecommunications Law** (the "**Law**") and the regulations issued pursuant thereto; and other applicable laws;
- B. Implementation in an objective and impartial manner;
- C. Execution in accordance with the highest standards of transparency, ethics, decorum and good faith; taking into account the need to protect the national interest and confidential information; and
- D. Resolution by decisions which are proportionate, reasoned and sustained by factual and legal support.

##### Article (5) Definitions

The following words and phrases shall have the meanings assigned thereto hereunder. Capitalized words and phrases that appear in these **Instructions** and that are unidentified herein shall have the meanings assigned thereto in the **Telecommunications Law** and the Licenses.

- a) '**TRC**' means the Telecommunications Regulatory Commission.
- b) '**Telecommunications Law**' or '**Law**' means the **Telecommunications Law** No 13 of 1995 of Jordan and its amendments.
- c) '**Instructions**' means this document (**Instructions** for Implementing the Quality of Service Framework in Jordan)
- d) '**Customer**' means any person who is a beneficiary of services provided by a **licensee**.

- e) **'CEO'** means Chief Executive Officer of the **TRC**
- f) **'Licensee'** means legal person granted a License by the **TRC** pursuant to the **Telecommunications Law**; and the words **License** or **Licenses** shall be construed accordingly.
- g) **'Force Majeure conditions'** are forces beyond the **Licensee** reasonable control (e.g. acts of God (floods, earthquakes, storms, etc.), terrorist actions, wars, breakdowns or other forces or causes not within the control of the **Licensee** and which may not be avoided, prevented or mitigated notwithstanding the exercise of diligence).
- h) **'KPI's'** means the Key Performance Indicators as further detailed in Annex (1) of these **Instructions**.

## **Section II: Coverage of Services and Responsibilities**

### **Article (6) Coverage of Services**

The services that shall be covered by the QoS Framework will be, but not limited to, the following, subject to the approved updates of Annex 1 by the Board of Commissioners of the **TRC** from time to time:

- A. Public Switched Telephone Network (PSTN) Services.
- B. Public GSM Mobile Services (Telephony and SMS).
- C. Internet Access Services by Dial up.
- D. Internet Access Services by DSL Broadband.
- E. Fixed Broadband Wireless Access Services.
- F. Retail Digital Leased Line Services including Primary Rate ISDN.
- G. Wholesale Digital Leased Line Services including Primary Rate ISDN.
- H. Voice over Internet Protocol (VoIP) Services.
- I. Interconnection Services.
- J. Trunked Radio Dispatch Services.
- K. Other new services approved by the **TRC** after the appropriate consultation with the Industry.

The **TRC** will continually review the current and new services that are offered by **Licensees** in Jordan. The **TRC** will, over time and as a result of its continual review, amend the above list of services to reflect the relevance of QoS regulation to new developments in the telecom market.

### **Article (7) Responsibilities of the TRC**

In the context of the **TRC** responsibilities under the **Law**, the **TRC** shall undertake the following as it finds appropriate:

- A. Measure some or all QoS indicators.
- B. Audit the QoS reports submitted by **Licensees**.
- C. Apply the appropriate sanctions when failure to meet targets or to provide adequate information occurs.
- D. Publish Quality of Service information as it deems appropriate.

## **Article (8) Roles and Involvement of Licensees**

The **Licensee** shall undertake the following:

- A. Fully understand the **KPI's** reporting templates (Annex 1 of these **Instructions**) that are prepared by the **TRC** and to fill them before filing any report to the **TRC**. In case of doubt the **Licensees** shall refer to the **TRC** for any clarifications.
- B. Establish and administer measurement systems consistent with the QoS Framework in a way to provide all required data as stipulated in Annex 1 of these **Instructions**.
- C. Provide biannual reports with respect to the quality of service indicators measurement results, using only the standard reporting templates provided by the **TRC** for this purpose.
- D. Provide critical outage reports to the **TRC** as specified in Article (10)/ Item (2) below.
- E. Fully co-operate with all **TRC** requests for information and all verification and audit activities.
- F. Upon request, publish QoS information that has been approved by the **TRC** on the **Licensee's** website for the periods specified by the **TRC**.

## **Article (9) Initial Implementation Meetings**

1. Formal scheduled meetings shall be organised between the **TRC** and the **Licensees** during the initial implementation of these **Instructions**, issues that will be discussed during the said meetings shall be limited to the following:
  - A. The methods of calculation that the **TRC** will use to determine the performance of **Licensees** from the submitted QoS information.
  - B. The common format that will be used by all **Licensees** to submit QoS information to the **TRC**.
  - C. Review of the proposed performance indicators detailed in Annex 1 of these **Instructions** in order to have an agreement between the **TRC** and the **Licensees** on the indicators templates to be adopted and approved by the **TRC**.
  - D. Review of the proposed target values set for indicators detailed in Annex 1 of these **Instructions** in order to have an agreement between the **TRC** and the **Licensees** on the indicators target values to be adopted and approved by the **TRC**.
2. For these specific meetings, the following shall be applied:
  - A. It shall only be required to address specific issues regarding the proposed revisions to performance indicators and targets that are considered by the **TRC** to be of sufficient priority to necessitate consideration.
  - B. The Initial Implementation Meetings shall be convened and chaired by the **TRC**.
  - C. The **TRC** will officially invite relevant **Licensees** to attend the corresponding meetings.
  - D. If any **Licensee** fails to attend the said meetings, then decisions taken will be applied to all concerned parties including that particular **Licensee**.
  - E. Representatives of **Licensees** should be of a position that empowers them with the authority to make binding commitments on behalf of their respective organizations.

- F. The TRC will make every effort possible to have a consensus decisions about any matter under discussion, but in cases where Licensees fail to agree, without providing a justification acceptable by the TRC or in cases where TRC believes that the agreed decision is against Customers' benefit, the TRC will take the appropriate decision and it shall be binding to all parties".
- G. All changes that are finalized during these meetings will be escalated to the **TRC** Board of Commissioners for approval.

### **Section III: Quality of Service Framework Procedures**

#### **Article (10) QoS Measurements**

The **TRC** shall monitor quality of service according to the following procedures:

##### **1. Periodic Reporting**

- A. **Licensees** shall submit biannual reports to the **TRC** that contain, at a minimum, the QoS indicators information as presented in Annex 1.
- B. **Licensees'** reports shall contain the processed information based on statistics or empirical information that the **Licensee** collects from its own measurement systems and the empirical data as explained in the QoS indicators. Formulas, calculation methods and output format shall be in accordance with that specified in the associated QoS indicators appendices as presented in Annex 1.
- C. Biannual reports shall be provided to the **TRC** within twenty (20) working days from the end of June and December.
- D. The reports shall include statistics regarding performance indicators on a monthly and biannual basis, for the six (6)-month reporting period.
- E. Reports shall be submitted to the **TRC** only in the report format provided by the **TRC**. The **TRC** shall provide final formatted report templates (Annex 1) to **Licensees** in the form of Microsoft™ Excel spreadsheets for QoS indicators as approved by the **TRC** after the initial implementation meetings mentioned in Article (9) of these **Instructions**.
- F. If a **Licensee** fails to provide the necessary QoS reports, or is late in providing the reports, or if the report delivered was not in compliance with Annex 1 of these **Instructions**, the enforcement procedures illustrated in Article (12) shall be applied to that **Licensee**.
- G. Reports shall be sent to the **TRC** in softcopy versions in a Microsoft™ Excel application format as in Annex 1 of these **Instructions** to the following address: QoS\_reports@trc.gov.jo, accompanied with a declaration letter signed by a duly authorized officer of the **Licensee**, stating that the report is true and accurate in all respects. Such reports shall not be submitted (or sealed) as confidential documents.
- H. All supported documents that are used to produce the required **KPI's** shall be kept by the **Licensees** for a minimum of **Twelve (12) months** and shall be made available to representatives of the **TRC** when conducting visits to the **Licensees'** premises.
- I. **Licensees** shall be excused, on a day-to-day basis, from compliance with these QoS Framework **Instructions** requirements to the extent it is unable to comply due to **Force Majeure conditions**.

## 2. Critical Outage Reports

All **Licensees** shall inform the **TRC** about all critical network outages in the form of a Network Outage Report for Critical Outages where critical outages are defined as those instances affecting the **Licensee's** entire network, the Core Network or any outage that affects 30% or more, i.e.  $\geq 30\%$ , of network traffic.

The reporting will be:

- A. Using the template shown in Annex 2;
- B. Sent by email to the following email address: critical\_outages@trc.gov.jo;
- C. The email shall be sent within twenty four (24) hours from actual outage time in case of unplanned outages, and five (5) working days before planned outages.

## 3. Objective measurements

The **TRC** reserves the right to make test calls on the **Licensees'** networks and/or to monitor real traffic of the network for the purposes of performance measuring and/or cross checking and/or auditing should the **TRC** deems it appropriate.

## 4. Subjective measurements

- A. The **TRC** reserves the right to conduct **Customer** satisfaction surveys to measure the quality of service from the **Customers** perspective.
- B. **Customer** satisfaction surveys may be conducted as the **TRC** deems necessary.

## Article (11) Auditing

- The **TRC** reserves the right to carry out audits using its own personnel or to employ the services of specialist personnel and/or an independent third party to validate the given QoS information reported by the **Licensees** when the **TRC** deems it appropriate.
- Instances where audits are required by the **TRC** may include, but not limited to, validating reported QoS data or investigating anomalies in reported QoS data identified by the **TRC**.
- The **TRC** reserves the right to conduct audits not to exceed two times per annum, as it deems necessary.

## Article (12) Enforcement

### A. Submission of QoS Reports

All reports shall be submitted in a timely manner to comply with the stated requirements of the **TRC**.

- Late submission and Failure to Submit QoS Reports:
  1. Where a **Licensee** fails to submit the required reports within the required timescale, the **CEO** shall, by virtue of a formal warning, notify the **Licensee** of the requirement to submit the report to the **TRC** within (10) working days of the date of the written warning.
  2. In the event that the report is not provided within the stated timescale in point (12/A/1) above, without citing a mitigating circumstances or providing a justification acceptable by the **TRC**, the Licensee's non

compliance will be escalated to the TRC's Board of Commissioners to impose the appropriate sanction on the Licensee as per the provisions of Article 4.4 of the Individual or Class License Agreement, as the case may be.

## **B. Format and Content of Submitted QoS Reports**

All reports must be submitted using the standard forms provided by the **TRC** as in Annex 1 of these **Instructions**. All submitted reports must contain relevant data provided in all required fields and, where required, all methods used to calculate QoS performance must be made in compliance with the requirements of the QoS **Instructions**.

Where a **Licensee** submits a report that is identified by the **TRC** as not complying with the requirements of the QoS regulation, the following shall be applied:

1. The **TRC** will return the report to the **Licensee** with details of the items in the report that do not comply with the **TRC** requirements and the **CEO** shall, by virtue of a formal warning, notify the **Licensee** of the requirements for the report to be suitably amended and returned to the **TRC** within Ten (10) working days of the date of the written warning.
2. In the event that the report is not provided within the stated timescale in point (12/B/1) above and/or the Licensee failed to provide an amended report that complies with the requirements of QoS regulation, without citing a mitigating circumstances or providing a justification acceptable by the TRC, the Licensee's non compliance will be escalated to the TRC's Board of Commissioners to impose the appropriate sanction on the Licensee as per the provisions of Article 4.4 of the Individual or Class License Agreement, as the case may be.

## **C. Compliance with Target Values**

The **TRC** will place a greater emphasis on the requirement for **Licensee's** performance to comply with target values of QoS indicators as stipulated in Article 9 above.

In the event that the **TRC** identifies that a **Licensee** has failed to meet the specified target values for a service covered by the QoS **Instructions**, the **TRC** will take the following actions:

1. The **TRC** will formally request from the **Licensee** a detailed explanation of the reasons behind the **Licensee's** failure to meet the specified target. The explanation must be supported by detailed reasons for such failure.
2. The **TRC** will examine the reasons for failing to meet the specified target put forward by the **Licensee** and consider appropriate action.
3. Where the **TRC** considers the reasons put forward for failing to meet the specified targets to be valid, the **TRC** shall inform the **Licensee** in writing that the explanation has been accepted and request a detailed action plan and timetable that will ensure that the necessary steps are taken to improve performance to meet the specified target.
4. Where the **TRC** considers the reasons put forward for failing to meet the specified target to be invalid, the **Licensee's** non compliance will be escalated to the **TRC's** Board of Commissioners to impose the appropriate sanction on the **Licensee** as per the provisions of Article 4.4 of the Individual or Class License Agreement, as the case may be.



### **Article (13) Publication of Indicators**

- A. The **TRC** will, where deemed appropriate and subject to Clause (H) below, publish information with respect to the quality for some or all services covered in the scope of these **Instructions** as required by the **TRC** or every six (6) months.
- B. It is the responsibility of each **Licensee** to ensure that the information submitted is correct and factual. The **TRC** shall not be liable in any way if it publishes incorrect information that has been submitted by any one of the **Licensees**. Furthermore, the **TRC** will publish the QoS reports with a disclaimer indicating that it is merely reflecting the information provided by the **Licensees** and it shall not be held accountable if **Customers** draw incorrect conclusions based on erroneous data submitted by the **Licensees**.
- C. The **TRC** may publish results of its QoS measurements.
- D. The **TRC** may publish **Customer** Satisfaction Surveys results.
- E. The **TRC** may publish public awareness programmes.
- F. Upon **TRC** request, **Licensees** shall publish information that has been approved by the **TRC** on their websites for the periods specified by the **TRC**.
- G. The **TRC** publication, when applied, shall take at least one of the following forms:
  - 1. A press release from the **TRC**.
  - 2. Placement of the publication on the **TRC** website.
  - 3. Any other form that is considered appropriate by the **TRC**.
- H. **TRC** will publish quality of service information extracted from **Licensees'** reports in the public domain when it has been established that indicators readings used to measure **Licensee** performance provide accurate comparison for use by the general public and, more specifically, consumers of telecommunications products and services in Jordan, as and when it is deemed appropriate.

### **Article (14) Stages of Implementation**

- A. Current **Licensees** shall report their first QoS Indicators reports using the approved format of Annex 1 of these **Instructions** to the **TRC** on the second six (6)-month reporting period in 2010 (covering the second half of 2010) and after the approval of Annex 1 by the **TRC**.
- B. New **Licensees** shall begin to submit reports immediately on the services they provide for the next six (6)-month reporting period. The **TRC** shall take no action on the reporting or the results of the reports that is due before a year from the date of commercial launch of the service, and then the **Licensee** shall be committed to the target values defined in the relevant standard **TRC** forms.
- C. When existing **Licensees** introduce new services (which are already included within the scope of these **Instructions**), the **Licensees** who provide these services shall begin to submit reports for those services immediately for the next six (6)-month reporting period. The **TRC** shall take no action on the reporting or the results of the first two reports, then the **Licensee** shall be committed to the target values defined in the relevant standard **TRC** forms.
- D. When new services are added to the scope of these **Instructions**, the **Licensees** who provide these services shall begin to submit reports for those services immediately for the next six (6)-month reporting period. The **TRC** shall take no action on the reporting or the results of the first two reports, then the **Licensee** shall be committed to the target values defined in the relevant standard **TRC** forms.

**Article (15) General**

- A. Annex 1 and Annex 2 associated with these **Instructions** as may be amended, supplemented or replaced from time to time are an essential part thereof, and shall be regarded as such.
- B. These **Instructions** shall replace the former **Instructions** for Implementing the Quality of Service Framework in Jordan issued on 14<sup>th</sup> February 2006.
- C. The **TRC** has the right to periodically review the QoS regime and to update these **Instructions** as it deems appropriate.
- D. The **TRC** is responsible for explaining any issues that are related to the implementation of these **Instructions**, **TRC** explanations will be applied to all concerned parties.

**END**

**INSTRUCTIONS FOR IMPLEMENTING THE QUALITY OF SERVICE  
FRAMEWORK IN JORDAN**

**Annex 1**

**Excel Spreadsheets for QoS Key Performance Indicators (KPIs)**

**(Softcopy)**

INSTRUCTIONS FOR IMPLEMENTING THE QUALITY OF SERVICE FRAMEWORK IN  
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**Annex 2. Service Critical Outage Reporting Template**

<b>Network Critical Outage Report</b>	
<b>Licensee Name*</b>	
<b>Outage Type</b>	<input type="checkbox"/> <i>Planned</i> <input type="checkbox"/> <i>Non-planned</i>
<b>Date and Time</b>	Date of Outage: Time of Outage: Outage Duration:
<b>Effects</b>	Network elements affected:  Geographical areas affected:
<b>General</b>	General description of the outage:
	Actions taken by the Licensee:
<b>Point of contact</b>	<ul style="list-style-type: none"> <li>• Name:</li> <li>• Position:</li> <li>• Contact telephone number:</li> <li>• E-mail:</li> <li>• Signature:</li> </ul>

\*) As given in the License Agreement