**Annex (1): Umniah's Responses to Licensee's Comments on Interconnection, Infrastructure Sharing and Mobile National Roaming Instructions**

| Interconnection Instructions | |
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| **Zain Comments** | **Umniah Comments** |
| Paragraphs 8 through 10 introduce "IP-based services" as a new concept which is not present in the existing Instructions. From the wording (e.g. "circuit-switched"), it is apparent that this is about 'Interconnect' as traditional/historically understood for voice calls. This is fine, though for the avoidance of doubt, it would be good to amend the draft to make it clear these Paragraphs 8 through 10 apply only to "Traffic Conveyance Services" in the market for fixed voice calls termination. | We agree that the draft instructions should clarify the scope of Paragraphs 8 through 10 to ensure they apply to "Traffic Conveyance Services" but without limiting it to the market for fixed voice call termination. Traffic Conveyance Services covers fixed voice call termination and any other relevant interconnection markets, as applicable. This approach ensures clarity while avoiding restrictions to voice termination alone, fostering flexibility to adapt to technological advancements and evolving market conditions. |
| The proposed draft stipulates "Technology neutrality".<br><br>"12. All Interconnection Services shall be provided in a technology neutral manner. […]"".<br><br>As far as we know, this concept was not present in the existing Instructions. Technology neutrality, a generally accepted concept in telecoms regulation, is consistent with the idea of "IP-based services" introduced in the proposed draft Instructions. However, for the avoidance of doubt, the draft should be amended to make it clear that "technology neutrality" does not (for example) give a Designated Licensee grounds to provide a wholesale service different to the one specified (for example to fulfil VULA orders as Bitstream, or to offer fixed wireless access instead of wireline). | As for the point Zain raised regarding the concept of 'technology neutrality.' We agree that it should be clarified to ensure that it does not allow for the provision of services that deviate from the specific wholesale services set out in the Reference Interconnection Offer (RIO). We propose that the final language should make it clear that while technology neutrality enables the use of different technologies, it should not create the grounds for offering services that are not aligned with the RIO or established interconnection services.<br><br>Regarding Paragraph 12, we also acknowledge Zain concern about the phrase "these Instructions apply to all relevant current and future technologies and networks." We agree that this can lead to confusion and should be revised to make it more clearer. |

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| Paragraph 12 says “these Instructions apply to all relevant current and future technologies and networks”. This phrase seems out of place. It refers to the “Instructions” (presumably, the whole of Section 1) but it is inside a paragraph about technology neutrality. It is not clear what is intended on this point, so it can be deleted.<br><br>Paragraphs 12-23 appear to be a set of new and potentially intrusive/burdensome obligations on non- dominant players. For example, the proposed draft contains a new obligation of non-discrimination for non-dominant licensees, not present in the existing instructions.<br>“14. All Licensees, upon receipt of a reasonable request from another Licensee, should enter into good faith negotiations to conclude an Interconnection Agreement. Licensees should meet all reasonable requests for Interconnection Services and shall adhere to non-discrimination between Interconnect Services they provide to their own business units and affiliates, and those they provide to other Licensees”.<br><br>Non-dominant licensees have to demonstrate that their prices are “economically reasonable” (Paragraph 15(b)).<br>There is a new ‘obligation to serve’ for non-dominant licensees:<br><br>“16. Every Licensee shall offer, and has the right to receive, Interconnection Services under transparent, fair and non-discriminatory terms and conditions, and in a timely manner.”<br>It is worth noting that these proposed draft Instructions do not refer only to ‘Interconnect’ as traditional/historically understood for voice calls. These draft Instructions are intended to apply to all the services in Annex C, that is to say: Traffic Conveyance | On the matter of non-discrimination, economic reasonability, and the 'obligation to serve,' we share Zain concern that these obligations should be carefully considered. We believe that such obligations should apply primarily to Designated Licensees or those identified as having significant market power. We do not believe these requirements should be imposed on non-dominant licensees, particularly when they are not dominant in the specific market. Therefore, we agree that the provisions in Section 2 should be reconsidered, and it may be more appropriate to move them to Section 3, applying them solely to Designated Licensees in the relevant markets where they hold a dominant position. |

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| Services; Transport Service; Collocation and Infrastructure Sharing Services; Operator Services; International Gateway Access Services; Billing and Collection Services; VULA (Virtual Unbundled Local Access); Local Loop Unbundling (LLU); Bitstream Unbundling Access Services; Internet Exchange Point (IXP); Private Peering.<br>Non-discrimination, "economic reasonability", obligation-to-serve (etc) should only be imposed on licensees found to be dominant in specific markets, i.e. Designated Licensees. Section 2 ("General rules applicable to all Licensees") as currently drafted risks kicking off a series of time-consuming misunderstandings regarding the obligations of licensees in markets where they are not dominant and have not been identified as such by the market review process.<br>The stipulations of Section 2 might be appropriate for Traffic Conveyance Services, because each provider of voice termination is, in effect, dominant in the market for termination on its lines/mobiles. However, applied to the whole range of Annex C services, this represents excessive regulation on non- dominant players. Furthermore, it is unnecessary even for Traffic Conveyance Services, because obligations in that market arise, in any case, out of a dominance designation.<br>The provisions of Section 2 ("General rules applicable to all Licensees") should either be removed or transferred to Section 3 ("Rules applicable to Designated Licensees"). Furthermore, it should be made clear for the avoidance of doubt that the rules set forth in Section 3 apply to Designated Licensees only in the markets in which they have been designated as dominant. | |

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| The proposed draft introduces several new categories of interconnection services which are not present in the existing Interconnect Instruction, These new service categories are specified very briefly – the only text which refers to them is what we have cited above. The new draft Instruction does not provide any additional definition or specification of these new service categories. Furthermore, the new draft reduces the amount of definition or specification for an existing service, Bitstream Unbundling Access Services, which now receives a mention as brief as that accorded to Local Unbundling Access Services, IXP and Private Peering. This brevity is rather unusual by international standards, especially in view of the much higher level of detail carried forward virtually unchanged from the existing Instruction regarding Interconnection as it has been traditional/historically understood for voice calls.<br>The lack of detail on the above-mentioned new services makes it premature for them to be included in the new draft Instructions.<br>The scope of the new draft could perhaps be expanded to cover other types of reference offer which are not Reference Interconnection Offers (RIOs), such as Wholesale FTTx Access Reference Offers (RO). However, it would be better for other types of ROs to be made the subject of separate Instructions. In other words, Local Unbundling Access Services (LLU and VULA) and Bitstream Unbundling Access Services should be removed from these draft Instructions and made the subject of separate Instructions.<br><br>Such separate Instructions would fit better with the TRC's market analysis process. The TRC's process imposes different remedies on Designated Licensees in specific markets. Each 'transparency' | We agree with Zain's comment regarding the inclusion of new service categories and the lack of detailed definitions for these services within the draft Instructions. While the inclusion of services like Local Unbundling Access Services (LLU), VULA, Bitstream Unbundling Access Services, IXP, and Private Peering aims to ensure comprehensive coverage of interconnection and access requirements, we agree that clearer definitions and specifications are needed to enhance transparency and alignment with international best practices.<br>1.New Service Categories:<br>We concur that the inclusion of new categories should be supported by detailed definitions and specifications to avoid ambiguity. The lack of clarity could lead to implementation challenges and inconsistencies in the application of these Instructions. To address this, we suggest that the TRC expand Annex B to include clear and precise definitions of all listed services, particularly for the new categories.<br>2.Separate Instructions for Distinct Markets:<br>We support the suggestion to separate reference offers based on the distinct technical and market characteristics of each service. For instance, LLU, VULA, and Bitstream services could be addressed in a dedicated Wholesale Access Reference Offer, while interconnection services for fixed voice call termination and transit could remain under the RIO. This approach aligns with international regulatory practices and ensures that remedies and transparency obligations are market-specific and consistent with the TRC's market analysis framework.<br>3.IXP and Private Peering:<br>We agree that requiring pricing transparency for IXPs and Private Peering through these Instructions may not align with typical |

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| remedy, requiring the production of a Reference Offer, will be specific to the market in which it arises. For example, the Reference Offer stipulated for the wholesale broadband access (WBA) market3 is totally distinct from the Reference Interconnect Offer required for the Wholesale Fixed Voice Call Termination market and the Wholesale Fixed Transit market.4 The two types of reference offers are very different documents, because of the fundamental technical differences between the categories of service offered in each market.<br>Separate Instructions would also fit better with typical practices of electronic communications regulators in other countries. In other countries it is usual for Bitstream, VULA and LLU to be covered by a reference offer (or indeed sometimes several reference offers) distinct from the RIO.<br>It is not usual by international standards to require reference offers for internet exchange points (IXPs) or Private Peering. Some IXPs already publish prices,5 but we understand this publication is voluntary, that is, IXPs are not required to do so to under electronic communications regulation. If the TRC views it as necessary to require pricing transparency from IXPs or providers of private peering, that should be implemented via market analysis or via the licensing regime, not introduced via these Instructions. We note that the TRC has already acted separately to regulate IXPs,6 so pricing transparency requirements, if any, would belong in those separate regulations. Therefore, IXP and private peering should be removed from the new draft Instructions. As noted above, such removal would hardly change the draft at all. Furthermore, the new draft contains no 'Instructions' as such about these services. | international practices or the TRC's existing regulatory framework. If the TRC deems such transparency necessary, it could be implemented via separate regulations specific to IXPs and private peering or through the licensing regime, as suggested.<br>4.TRC's Discretion to Amend Service Categories:<br>While flexibility to update the list of services is important to address evolving market needs, we agree with Zain that amendments should be based on a structured and transparent process, such as a market review and public consultation. This ensures predictability and consistency in regulatory decisions, aligning with best practices in other jurisdictions |

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| We note that the TRC is proposing itself to have total discretion to amend its list of service categories.<br><br>"125. […] Further services may be introduced and defined by the TRC at any time as deemed necessary.<br>126. The TRC, from time to time, may amend this Annex separately and not as part of a review of the complete Instructions".7<br>Such discretion is not in line with typical practice in other countries, nor with the TRC's own market analysis process. Amendments to the services should only be done after due consideration, for example as part of a market review process subject to public consultation. | |
| Paragraph 54 says "Designated Licensees shall publish the charges as annexes to their RIOs". This paragraph is present in the existing Instruction, at Paragraph 275. Notwithstanding, it should be amended, for the avoidance of doubt, to note that there is no obligation on licensees to publish prices which are commercially negotiated or not regulated, i.e. which have not been specified as a required product in a market analysis decision and costed via the corresponding TRC cost model. | We agree with Zain's comment regarding the distinction between regulated and commercially negotiated prices in the publication of charges within RIOs. To avoid any potential misinterpretation, we suggest amending Article 54 to explicitly state: "Designated Licensees shall publish the charges for regulated services as annexes to their RIOs. This obligation applies solely to services mandated in market analysis decisions or costed through TRC-approved cost models. Charges for commercially negotiated, non-regulated services are not subject to this publication requirement." This clarification does not imply that the TRC has authority to intervene in the charges for non-regulated services; rather, the interconnection agreement should include such prices, with the TRC ensuring non-discriminatory treatment among interconnected licensees. |

| Orange Comments | Umniah Comments |
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| Article 4: Orange would appreciate inclusion of a fair and robust process to deal with financial disputes. Orange has encountered exposure to financial risk in interconnection. The interconnection framework should include provisions to address this. | We agree with Orange's comment regarding financial disputes in interconnection agreements. Financial risk exposure should ideally be addressed through robust contractual arrangements and dispute resolution mechanisms specified in the RIO. The TRC should consider including provisions that explicitly address financial disputes, such as:<br>1-Establishing a defined process for resolving financial disputes between licensees, including timelines for resolution.<br>2-Ensuring that the TRC's role in mediating and arbitrating such disputes is clearly outlined.<br>We propose that any such addition be subject to further consultation to gauge the perspectives of all stakeholders. |
| Article 6: The TRC needs to ensure that the scope of this requirement is accurately defined, it should not include requirements in relation to any licensees which do not operate their own networks (e.g. bulk SMS providers). Such providers should be outside the scope of the requirements in the same way as is specified for Private Telecommunications Networks. | As per our comments on the Bulk SMS draft instructions, and our request for reconsideration on the Bulk SMS instructions, we agree with Orange's comment regarding the inclusion of licensees that do not operate their own networks, such as bulk SMS providers, within the scope of these instructions. However, it is essential to balance regulatory clarity with practical considerations to ensure fair treatment of all stakeholders.<br><br>While the draft interconnection instructions exclude operators of Private Telecommunications Networks, the distinction between these operators and other licensees without networks (e.g., bulk SMS providers) should be carefully considered.<br>It is important to assess whether bulk SMS providers should be explicitly excluded or if their activities could require limited inclusion under the scope to ensure seamless service delivery and fair competition. |

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| | Excluding bulk SMS providers entirely might inadvertently limit regulatory oversight, potentially creating gaps in ensuring service quality, billing accuracy, or other obligations relevant to interconnection-like arrangements.<br>We suggest that TRC to expand the explanatory scope of Article 6 to clarify whether and how such licensees (e.g., bulk SMS providers) are regulated under a different framework or excluded entirely. |
| Article 10: This article, if it is retained, should apply to all licensees, not just Designated Licensees. | We agree with the Orange's 's comment that the obligations under this article should apply to all licensees and not just Designated Licensees. Expanding the scope of these obligations ensures fairness, promotes competition, and aligns with the principles of technological neutrality. |
| Article 11: We do not understand why the Instructions would seek to impose requirements on the costs and charges of interconnection services in competitive markets. If the Instructions are retained, we suggest removal of this clause as arrangements for Designated Licensees are covered in their RIO. | We believe Article 11 serves an essential purpose in establishing overarching principles for cost orientation and charging for interconnection services. These principles are crucial to ensuring fairness, transparency, and consistency across the market, even in competitive environments. Additionally, the inclusion of these general rules provides a regulatory safeguard to address potential disputes or anti-competitive practices. Therefore, we support retaining Article 11 as it aligns with the best regulatory practices. |
| Article 22 and 23: It is appropriate that licensees have flexibility in commercial negotiations on interconnection and hence the ability to vary conditions if this is needed. For Designated Licenses and Services, non-discriminatory arrangements for interconnection should be covered by the Market Review Decisions and RIO. If the Instructions are retained, these articles should be removed. | We believe these articles serve as crucial safeguards to ensure that interconnection agreements align with the overall regulatory framework and comply with the Instructions. While flexibility in commercial terms is important, it is equally vital to ensure compliance with regulatory requirements to maintain fairness and transparency in the interconnection process. Furthermore, it should be noted that the TRC’s role in approving Interconnection |

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| | Agreements is to ensure that the terms of such agreements fully adhere to the interconnection instructions. |
| Article 24: In relation to non-discrimination, there may be legitimate grounds to differentiate between requests, for example through requirements for volume and/or time commitments. This should be accommodated within the framework. | Our understanding of this article that any differentiation should be based on transparent and objective criteria that should be applied to all interconnected licensees, ensuring that such term are applied consistently and do not undermine the principle of non-discrimination. That means the framework should allow for flexibility in commercial negotiations, but it must remain aligned with the broader goal of ensuring fairness and equitable treatment for all Licensees. |
| Article 30: Orange suggests it is more practical for publication of approved RIOs to be required after thirty days. | We agree with the Orange's suggestion to require the publication of approved RIOs thirty days after the date of TRC approval. This timeframe would provide Licensees with sufficient time to review and take the necessary actions on any changes made in the final approved version of the RIO |
| Article 32: Changes to RIOs should only be contemplated where a clear need for regulation of such services has been identified, e.g. a market review and only for Designated Services | We acknowledge the importance of ensuring that changes to RIOs are based on clearly identified regulatory needs. However, we believe that the TRC's ability to require changes should not be limited strictly to market reviews or Designated Services. The provision for the TRC to mandate changes 'upon market needs' is essential for maintaining the flexibility to address emerging issues or unforeseen market dynamics that may arise outside the regular market review cycle. Nonetheless, we suggest that any such changes be supported by clear justifications and aligned with the principles of proportionality and necessity to ensure regulatory predictability for all stakeholders. |
| Article 37: This requirement should only apply to Designated Services. Tariffs and charges change relatively frequently, and including this requirement in the RIO will be onerous. Regulated | We agree with Orange comment that this requirement should be limited to Designated Services to ensure a more focused and efficient regulatory framework. Including all Interconnection |

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| charges are determined or approved by the TRC. The RIO may include reference to this, but not necessarily be subject to change when the TRC issues a new determination. It should not be necessary to obtain TRC approval for removal of services from the RIO when the services in question are no longer designated. | Services and their associated tariffs and charges in the RIO could impose unnecessary administrative burdens, especially since tariffs and charges are subject to frequent updates and are already regulated or approved by the TRC.<br><br>To streamline the process, we suggest that the RIO include references to regulated charges rather than detailed listings of them, allowing updates to charges to be implemented without requiring amendments to the RIO. Additionally, the removal of services that are no longer designated should not require TRC approval, as this would reduce flexibility and create unnecessary delays. Instead, a notification mechanism for service removals could be established to maintain transparency without overly burdening the process. |

| Infrastructure Sharing | |
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| **Our Comments on Zain's Comments** | |
| **Zain Comments** | **Umniah Comments** |
| The Infrastructure Sharing Instructions should be reduced in scope to apply only to infrastructure that has been the subject of a determination in a market review process. This would apply to fixed network infrastructure such as ducts and poles in the market for wholesale broadband access (WBA). However it would not apply to any mobile infrastructure because no mobile infrastructure has been the subject of such a determination and there are no Designated Licensees in any mobile market, other than call termination and SMS termination. | The proposal of Zainl to limit the Infrastructure Sharing Instructions to only cover fixed network infrastructure like ducts and poles overlooks the growing need for mobile infrastructure sharing, especially with the expansion of 5G and mobile data coverage. Reducing the scope to fixed networks would ignore the challenges faced by operators in accessing mobile infrastructure and could lead to market imbalances. Mobile infrastructure sharing is crucial for expanding national coverage and ensuring competitive conditions. The absence of Designated Licensees in mobile markets should not prevent the TRC from regulating mobile infrastructure sharing. The TRC should maintain a broader regulatory scope to ensure fair access and support long-term industry development across both mobile and fixed networks. |
| The mobile market in Jordan continues to be highly competitive and 99.9% of the population has mobile coverage. Data usage in the market continues to grow rapidly and the operators have taken on population and area coverage targets for 5G. | Despite the high coverage, there could be a gaps in network quality, especially as data demand increases. Ensuring network resilience and the ability to meet rising data traffic will require collaboration and smart regulation to ensure that all operators have equitable access to infrastructure.<br><br>Therefore, while the current market appears competitive, the growing demand for mobile data, the expansion of 5G, and the potential for coverage gaps make it crucial for regulators to continue fostering an environment that enables fair competition and encourages infrastructure sharing. This will help maintain sustainable growth in the sector while ensuring high-quality service for consumers |

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| Given the status of the market, mandatory mobile infrastructure sharing will not achieve the TRC's stated objectives for the proposed Instructions. The mobile market already benefits from fair, and intense, competition, as well as benefitting from substantial investment in networks and infrastructure. The market review process that the TRC conducted determined that some infrastructure in the WBA market should be shared to remedy competitive concerns, but there was no equivalent determination in any of the mobile market reviews. Furthermore, there are no Designated Licensees in the mobile market (other than in the call and SMS termination markets). There is therefore no regulatory basis for mandatory infrastructure sharing in+C5 mobile networks. | Zain does not consider that mobile infrastructure sharing overlooks some key challenges. First, the rapid growth in data usage and the upcoming rollout of 5G demand significant investment and infrastructure expansion. Availability of an access to mobile infrastructure through sharing could facilitate the achievement of national coverage targets and improve competition.<br><br>Moreover, although the TRC's market review did not identify the need for mandatory mobile infrastructure sharing in the same way it did for fixed networks in the WBA market, the mobile sector still faces significant barriers. These include the high cost of building infrastructure. The absence of Designated Licensees in the mobile market does not preclude the TRC from regulating infrastructure sharing. In fact, the lack of shared access can distort competition by favoring incumbents with extensive infrastructure.<br><br>Mandatory infrastructure sharing is essential for fostering competition, especially as the market moves towards 5G deployment. By enabling more equitable access to critical infrastructure, the TRC can ensure that the market players remain competitive, contributing to a more dynamic and competitive mobile market in the long term. Thus, a broader regulatory approach that includes mobile infrastructure sharing would better support market growth, and quality of service for customers. |
| International experience shows that infrastructure sharing is effective when based on commercial agreements. The mobile operators already engage in infrastructure sharing through bilateral commercial arrangements – for example Zain's towers were host | The commercial model may not always guarantee fair access or affordable pricing, which can limit competition if operators are unable to access essential infrastructure on reasonable terms. This can result in market imbalances where larger operators, who |

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| to NO sites of other mobile network operators (MNOs) prior to their sale to TASC Towers. Furthermore, Zain has sold its towers to TASC Towers, a tower company (partly owned by Zain Group). TASC Towers makes towers available on a commercial basis to other Licensees. The ready availability of towers from TASC Towers ensures that all operators can benefit from towers without having to replicate the asset, so towers will not be a bottleneck. | control significant infrastructure, have more favorable terms compared to smaller players. |
| There are numerous aspects of the proposed Instructions that are burdensome to the owning licensee and there are other aspects that are potentially impractical. The prescribed negotiation process, the requirement to undertake feasibly studies for each sharing request, and the ability of the TRC to adjust the sharing arrangements are all unsuitable for infrastructure that has not been determined to be a competitive concern in a market review. | Umniah believes that the said regulations is to ensure that sharing agreements are made on fair terms and conditions, preventing unilateral imposition by dominant operators. This ensures that access to infrastructure does not come with excessive fees or conditions that could hinder competition. |
| Some of the provisions of the proposed Instructions will apply only to Designated Licensees. The Instructions should make it clear that these provisions only apply to Designated Licensees in the relevant market in which the infrastructure in question was determined to be a competitive concern. | Allowing infrastructure sharing across the market can help ensure fairer access for new entrants, reduce entry barriers, and enable better coverage expansion, all of which are crucial for stimulating competition and improving services. Even in the absence of immediate competitive concerns, infrastructure sharing can foster network efficiency and reduce the risk of market dominance in the future.<br><br>Furthermore, applying provisions only to Designated Licensees based on a competitive concern could perpetuate inequalities between operators and potentially create unfair advantages for dominant players. This would weaken the competitive balance and reduce the incentive for operators to invest in alternative infrastructures, knowing that they can rely on sharing existing assets on unfavorable terms. |

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| | Instead of limiting these provisions to a specific subset of operators in certain markets, the TRC should consider applying these provisions more broadly to all licensees involved in the telecommunications sector, while tailoring requirements to the specific needs and realities of each market. This would help ensure that infrastructure sharing remains a tool to level the playing field, promote investment, and ensure fair access to essential facilities across the market. |
| Article 18, 19, 25 and 26: The requirements on Designated Licensee's in these two clauses should be modified to make it clear that the requirements apply only to Network Facilities in the market in which the are Designated Licensees. | We agree on the principle of Zain comment, that clarifying the market in which a licensee must be Designated to be subject to this obligation is essential for transparency and compliance. Without this clarity, the provision may lead to varying interpretations and inconsistent application, which could complicate the implementation of the Instructions. |
| Article 20: It is unreasonable to expect Owning Licensees to share confidential cost data with another licensee, particularly with a competitor. The cost base of an MNO is part of its competitive advantage and its competitive position could be undermined by sharing such data with a competing licensee. Part b of Article 20 should therefore be removed. | Our understanding of this article that the requirement to provide cost data pertains specifically to the prices of the Network Facilities being shared and does not extend to disclosing broader operational costs that could impact competitive advantage. This ensures that the focus remains on fair pricing for the requested services.<br><br>Where the details of costing elements should be provided to TRC to verify that charges for infrastructure sharing reflect reasonable and justifiable costs. Without such data, there is a risk of excessive pricing that would hinder the objectives of infrastructure sharing. |
| Article 24: In addition to the reasons elaborated in points a, b, and c, the Owning Licensee should also have the right to refuse | Our view on Zain's comment that it is reasonable for an Owning Licensee to refuse sharing if they genuinely lack the legal |

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| sharing when the Owning Licensee does not have the legal right to allow another third party to use the facility in question. This should be added as a further point, d, in Article 24. | authority to allow third-party use of a facility. This ensures compliance with applicable laws, agreements, and rights associated with the infrastructure in question. But to prevent this clause from being used to unjustly deny legitimate Sharing Requests, specific safeguards should be included that the Owning Licensee should be required to provide documented evidence demonstrating the legal impediment to sharing, where the TRC should retain oversight in cases where legal constraints are cited as grounds for refusal.<br>While we support the inclusion of a clause addressing legal rights, it must be framed carefully to prevent abuse. The following text is proposed as an addition to Article 24(d):<br>"Where the Owning Licensee does not have the legal authority to allow another third party to use the Network Facilities in question, provided that the Owning Licensee demonstrates this legal constraint with documented evidence and submits the justification to the TRC for review."<br>On the other hand, we recommend that the TRC includes a clause to address potential anti-competitive practices where licensees might engage in agreements with property owners or third parties at excessively high prices. These agreements could be structured to:<br>1.Prevent other licensees from entering into similar agreements, thereby granting the licensee exclusive control over the infrastructure.<br>2. Justify imposing disproportionately high access charges on other licensees, limiting fair competition and restricting service provision in the area.<br>Rationale for adding a clause: |

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| | 1.Preventing Anti-Competitive Practices: Such agreements could serve as a tool to hinder other licensees from accessing or sharing infrastructure, creating significant barriers to entry and undermining the principles of fair competition.<br>2.Avoiding Monopolistic Control: Exclusive agreements with unreasonably high costs may result in a single licensee controlling the infrastructure enabling them to argue that high costs paid to property owners justify excessive access charges for other operators. This could lead to monopolistic behavior and prevent the availability of services from competing operators in that area.<br>3.TRC Oversight of Agreements: To avoid such scenarios, any agreement a licensee enters that affects the availability or cost of sharing infrastructure should be reviewed by the TRC. This ensures that such agreements are fair, reasonable, and do not create artificial barriers for other operators.<br>4.Ensuring Transparency and Fair Pricing:<br>The TRC must be empowered to assess whether the terms of these agreements align with the objectives of infrastructure sharing and ensure that they are not leveraged to justify unreasonable pricing or refusal of Sharing Requests.<br>Suggested text for the above mentioned clause:<br>"Licensees shall not enter into agreements with property owners or other entities that impose excessive costs for managing or accessing Telecommunications Network Facilities. Such agreements must not be used as a justification to refuse Sharing Requests or to impose unreasonable access prices on other licensees. Any agreement cited as the basis for refusal must be submitted to the TRC for review. The TRC shall assess the terms of such agreements to ensure compliance with these Instructions, |

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| | prevent monopolistic control of infrastructure, and support fair competition in service provision." |
| Article 33: The requirement to prepare a feasibility study within one month is in line with Zain's feedback on the 2019 consultation that the proposed 21 days be increased. However, the procedure would be improved if there was the possibility of an extension of another month available with written justification of the owning Licensee for circumstances where the feasibility study cannot be produced in one month, for example, due to a requirement to carry out a structural survey. | We believe that the one-month timeframe specified in Article 33 for preparing a feasibility study is reasonable and sufficient. This timeframe strikes an appropriate balance between enabling the Owning Licensee to complete the required assessment and avoiding unnecessary delays in the infrastructure-sharing process. |
| **Orange Comments** | **Umniah Comments** |
| Orange notes the TRC's aims and objectives in issuing these draft Instructions as set out in Article 6 as follows:<br>"The purpose of these Instructions is to align the provision of Interconnection, Infrastructure Sharing, and Mobile National Roaming Services between Licensees with the objectives of the Telecommunications Law and licenses."<br><br>Orange has major concerns that the proposed Instructions are not consistent with the objectives or requirements of the Telecommunications Law and licences. On the contrary, we consider that:<br>· The TRC does not have vires to regulate infrastructure under Constitution of Jordan and the Telecommunications Law; and<br>· the draft Instructions raise risks that efficient infrastructure investment will be disincentivised, and that this will cause damage to markets and consumers in Jordan.<br><br>3,2.1 The TRC does not have vires to regulate infrastructure | We disagree with Orange comments that the Telecommunications Law only grants the TRC authority over the transmission aspects of telecommunications services (i.e., signals, sounds, images, etc.), and does not extend to physical infrastructure. However, the Telecommunications Law also grants the TRC the authority to regulate access to telecommunications networks and the conditions under which services are offered, which inherently involve infrastructure.<br>1. Article 6(j) of the Telecommunications Law, which mandates the TRC to "regulate access to telecommunications networks," is sufficiently broad to cover both active and passive infrastructure. Infrastructure sharing is about ensuring fair and efficient access to the physical means required for the provision of telecommunications services. Therefore, infrastructure, including passive elements such as towers, dark fiber, ducts, and masts,… etc falls under the TRC's responsibility to regulate access.<br>2. The primary purpose of the Telecommunications Law is to ensure efficient service delivery, competition, and innovation in |

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| | the telecommunications sector. The law envisions the development of a competitive and open telecommunications market, where all licensed operators can compete on equal terms. The TRC role is to issue regulations to ensure the effective implementation of the law, and this includes infrastructure-sharing regulations, which are essential for enabling competition and service delivery, especially in markets where a few players dominate the infrastructure landscape.<br>3. The TRC's responsibility includes promoting fair competition and preventing anti-competitive practices. Refusal to share infrastructure by a dominant operator could be viewed as an abuse of market power, hindering new entrants and undermining competition. This contradicts the principle of fair competition, which the TRC is mandated to protect.<br>4. Infrastructure sharing is vital for promoting competition, reducing barriers to entry, and ensuring cost-effective service provision. By controlling access to essential infrastructure, an incumbent operator can significantly hinder competition by making it more difficult (or expensive) for competitors to deploy their networks.<br>The TRC has the authority to intervene and regulate infrastructure sharing to ensure that all operators have non-discriminatory access to essential facilities, enabling them to compete effectively. This is particularly important in a market where the incumbent operator controls the majority of the physical infrastructure. The regulation of infrastructure sharing is a means to prevent anti-competitive conduct and ensure that smaller or newer entrants are not unfairly disadvantaged.<br>5. Constitutional protection of property rights does not preclude regulation: |

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| | While the Jordanian Constitution (specifically Article 11) provides protection against unlawful expropriation, this constitutional safeguard does not prohibit regulation of infrastructure sharing. Expropriation refers to the state's power to take private property for public use, typically with compensation. However, regulating access to infrastructure, particularly where such regulation is necessary for fostering competition, does not amount to expropriation. The TRC's role in regulating access to infrastructure serves public interests, such as ensuring that no single operator can unfairly control essential services, which is in line with broader policy objectives like promoting efficiency and competition.<br>•Additionally, the TRC's regulations are aligned with General Government Policy for ICT sector goals, which include facilitating network expansion and ensuring access to essential infrastructure. This aligns with the public benefit of ensuring that market conditions remain competitive and that operators can deploy services at reasonable costs.<br>6. International precedents and best practices:<br>Globally, infrastructure sharing is a common regulatory practice, particularly in markets where competition is limited by the control of essential physical infrastructure by a few operators. Regulatory authorities around the world regularly intervene to mandate infrastructure sharing as a means to reduce entry barriers, promote competition, and improve overall market efficiency.<br>International commitments such as those outlined in WTO agreements and the ITU guidelines also encourage the regulation of infrastructure sharing to ensure open access and competition in telecommunications markets. |

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| | 7. Lack of voluntary agreements does not exempt the TRC from regulatory action:<br>The argument that infrastructure sharing should only occur voluntarily ignores the reality that voluntary agreements are often impractical, especially in markets dominated by a single incumbent operator. The incumbent operator may have little incentive to share infrastructure voluntarily if it is not legally mandated to do so, as it could jeopardize its competitive advantage.<br>The TRC is empowered to intervene precisely in situations where market players are unwilling to cooperate voluntarily, ensuring that infrastructure sharing occurs on fair and equitable terms.<br>In summary, the Telecommunications Law and the TRC's mandate provide a clear legal basis for regulating infrastructure sharing, including passive infrastructure. The TRC's authority in this regard aligns with its duty to promote competition, protect public interests, and ensure fair access to telecommunications networks. The constitutional protection of property rights does not prohibit such regulation, especially when it serves broader public policy objectives such as fostering competition and improving market efficiency. Therefore, we emphasize on our position that the TRC should continue to regulate infrastructure sharing to ensure a fair and competitive market environment. |
| Orange has explained in Section 3.2.1 that the Infrastructure Sharing Instructions should be withdrawn as there is no legal basis for them.<br>Notwithstanding this, Orange has examined the draft Instructions to see whether there would be any competition, economic or public benefit if they are retained. | Article 6e encourages competition but acknowledges that market forces alone are insufficient, especially when incumbents hold significant market power. Infrastructure sharing is a necessary regulatory measure to foster competition by removing entry barriers. |

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| Article 6 of the Telecommunications Law31 includes provisions requiring the TRC to stimulate competition “relying on market forces” (Article 6e) and “encourage self-regulation by the telecommunications and information technology sectors” (Article 6g). | Article 6g promotes self-regulation but doesn’t preclude regulatory action when self-regulation fails. Voluntary agreements for infrastructure sharing may not always be effective, and mandatory regulations are required to ensure fair access to infrastructure.<br><br>Infrastructure sharing is a widely recognized regulatory tool in many countries to boost competition, reduce inefficiencies, and improve service quality, aligning with international practices.<br><br>Infrastructure sharing promotes efficient resource use, better services, environmental sustainability, and broader access, directly benefiting the public and the economy.<br><br>The TRC's authority to regulate infrastructure sharing is grounded in the Telecommunications Law, which tasks the TRC with ensuring fair competition and access to networks under Articles 6b and 6j.<br><br>The TRC is legally required to address anti-competitive practices and promote the public interest, which infrastructure sharing helps achieve.<br>In summary, the TRC’s infrastructure sharing instructions are legally justified, essential for ensuring competition, and aligned with public policy objectives. |
| The present proposal to impose detailed and prescriptive infrastructure sharing requirements on the sector without any supporting analysis to demonstrate the benefits of such an intervention appears inconsistent with the letter and underlying | There have been numerous cases and complaints regarding exclusivity in managing infrastructure and the high fees charged to competitors for access to essential facilities. These practices often result in artificial barriers to competition, preventing operators |

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| principles of these requirements. As with the draft Interconnection Instructions, Orange is concerned that the TRC has failed to follow international best practice in that is has not conducted a CBA or Impact Assessment before making its proposals (see Section 3.1.4 for detail on Orange's concerns in relation to the lack of robust CBA or impact assessment to support the TRC's proposals). | from entering certain markets or offering affordable services. The excessive fees imposed for infrastructure access are a significant concern, as they limit the ability of smaller operators to compete and innovate.<br>Such exclusivity arrangements not only harm competition but also raise public policy concerns. The TRC must take action to regulate these practices and ensure that access to critical infrastructure is priced fairly and transparently. Addressing these complaints and ensuring reasonable pricing will help create a more competitive and accessible telecom market.<br><br>In addition, there have been instances where municipalities have refused to allow operators to build their own infrastructure unless they paid the same high fees agreed upon by other operators in their mutual agreements. These agreements often involve excessive fees that were accepted by the operator, the high costs act as significant barriers for new entrants. This situation further exacerbates the problem, as it forces smaller operators to pay inflated fees for access to critical facilities, limiting competition and raising the cost of services for consumers. |
| Orange agrees that, in certain circumstances, infrastructure sharing arrangements can help to avoid inefficient duplication of telecommunications infrastructure. However, Orange would like to highlight to the TRC that infrastructure sharing can also bring potential drawbacks. Key among these is a reduction in incentives to invest in infrastructure. Regulators in other jurisdictions have recognised this. For example, the Body of European Regulators for Electronic Communications (BEREC) has noted that: | Infrastructure sharing can be structured to ensure fair access and maintain competitive incentives by balancing shared access with the need for new infrastructure investment, such as through regulatory safeguards against over-reliance on shared infrastructure.<br>The TRC can adopt measures similar to those used by other regulators (e.g., cost-based pricing, transparency, and clear pricing mechanisms) to mitigate the potential downsides of infrastructure |

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| "many NRAs are of the view that sharing decreases the incentives to investment and infrastructure competition for better coverage". | sharing, while maintaining the balance between investment incentives and competition promotion. |
| The Digital Regulation Platform project (a collaboration between the ITU and World Bank involving a number of ICT regulatory experts) also notes that a risk of infrastructure sharing is reduced incentives for investment:<br>Whereas infrastructure sharing increases the efficient usage of existing infrastructure, it may dampen enthusiasm for additional investment if the return on investment is perceived as lower or less certain. This is an issue particularly for passive infrastructure sharing where the host operator may be burdened with active components from other companies while receiving a very low margin on its asset base. | It is important to emphasize that the key issue lies in how infrastructure sharing is structured and regulated. If access terms, including pricing, are set at fair and cost-oriented levels, infrastructure sharing does not necessarily lead to diminished investment.<br><br>In fact, regulated infrastructure sharing can encourage further investment by providing operators with a pathway to enter the market without having to duplicate costly infrastructure, allowing them to focus resources on innovation and service quality rather than on redundant network builds.<br><br>Additionally, properly regulated pricing for passive infrastructure can prevent the host operator from being burdened with excessive costs and can ensure that the arrangement remains mutually beneficial. This way, the host operator can still earn reasonable returns while sharing infrastructure, without stifling their own investment incentives.<br><br>Therefore, rather than viewing infrastructure sharing as inherently detrimental to investment, it should be seen as part of a well-regulated ecosystem where the TRC can ensure that terms remain fair for both the host and access-seeking operators, enabling healthy competition and further network development. |
| The Digital Regulation Platform also notes that reduced network resilience is also a risk: | Infrastructure sharing can actually improve overall redundancy and reliability by allowing operators to rely on a broader resource |

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| The lack of competing infrastructure with fewer independent networks, both increases the burden on the remaining network(s) and means that the effect of any outages will be more widespread. Robustness in case of disaster or emergency will also be reduced. Mindful of these risks, infrastructure sharing obligations are typically introduced to facilitate one of several objectives:<br>· to facilitate and incentivise the roll out of communications networks by promoting the joint use of existing infrastructure, such that networks can be rolled out at lower cost;<br>· to enable cost savings in the deployment and operating costs of telecommunications infrastructure, and<br>· to enhance coverage and consumer choice in areas where the coverage costs for a single operator deployment is high (often rural areas). | base. In the event of an outage, shared infrastructure can offer backup solutions, enhancing resilience during emergencies. With proper regulation, including disaster recovery protocols and network robustness standards, infrastructure sharing can increase network reliability, rather than reducing it. Therefore, when managed appropriately, sharing infrastructure can improve the sector's overall resilience, benefiting all operators. |
| Orange notes that telecommunications networks in Jordan are mature and already offer extensive coverage – for example, all three of Jordan's MNOs offer 99% network coverage. Whilst infrastructure sharing might have been a relevant policy approach during network rollout (were it legal), there is at present no economic justification for an infrastructure sharing obligation in Jordan. | While it's true that Jordan's MNOs offer 99% mobile network coverage, this metric does not fully capture the need for continued expansion and enhanced service quality, especially as demand for mobile data and next-generation services like 5G rises. Additionally, the current focus on mobile network coverage overlooks the critical need for fiber network rollout, which is still limited in many areas, particularly rural or underserved regions. Fiber infrastructure is crucial for the long-term sustainability and growth of telecom services, as it supports higher data capacity, faster speeds, and future network demands.<br><br>Infrastructure sharing provides an essential opportunity for operators to expand mobile coverage and improve service quality while also addressing fiber rollout challenges. By sharing passive infrastructure like towers and fiber networks, operators can reduce |

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| | capital expenditures, avoid unnecessary duplication, and focus on upgrading networks, including 5G densification and expanding fiber coverage to underserved areas.<br><br>In this context, infrastructure sharing is not only economically efficient but also critical for ongoing network growth and quality improvement. It allows for sustainable expansion and ensures that fiber networks—which are essential for modern telecom services—can be rolled out more efficiently across the country, benefiting all operators and consumers alike. Therefore, infrastructure sharing remains vital, even in a mature mobile market, as it supports both mobile network expansion and the much-needed fiber network rollout to meet future demands. |
| In light of the above arguments, Orange considers that a general obligation would prevent or reduce investment: existing operators will be hesitant to invest as other operators may "free ride" on that infrastructure. Infrastructure sharing instructions would also result in significant regulatory burdens for operators. | Umniah sees that a well-regulated infrastructure sharing model can strike a balance between protecting investment incentives and ensuring fair access to essential infrastructure, enabling sustainable competition and fostering overall market growth. Therefore, a general infrastructure sharing obligation should be viewed as a necessary tool to promote fairness, enhance service quality, and support long-term industry development, rather than as a deterrent to investment. |
| Article 6 of the Infrastructure Sharing Instructions states the TRC's objectives for those Instructions. However, imposing an infrastructure sharing obligation is unlikely to deliver on those stated objectives.<br>Orange considers that the stated objectives for the Instructions would be better met if infrastructure sharing occurs through commercial negotiation. The best way to meet broader national goals for investment and efficient use of infrastructure is for | Orange does not adequately address the structural challenges that the operators are facing when trying to access essential infrastructure, particularly in terms of fair pricing and non-discriminatory access. In a market dominated by incumbents, commercial arrangements alone may not lead to equitable access, and price barriers can effectively limit competition by preventing smaller players from expanding or providing services in underserved areas. |

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| infrastructure sharing to be negotiated and agreed on a commercial basis to avoid inefficient sharing requests. In summary, Orange considers that the TRC should:<br>· recognise that it does not have powers to regulate infrastructure sharing;<br>· acknowledge that infrastructure sharing arrangements have potential drawbacks in terms of the impact on investment incentives and network resilience;<br>· refrain from imposing an infrastructure sharing obligation on the market, and withdraw the draft Infrastructure Sharing Regulations; and<br>· allow infrastructure sharing based on commercial arrangements. | Regarding the claim that the TRC does not have powers to regulate infrastructure sharing, the Telecommunications Law provides the TRC with the mandate to regulate access to telecommunications networks and ensure fair conditions for interconnection. As part of its broader regulatory duties, the TRC has the authority to ensure that the telecommunications market remains competitive, and that infrastructure sharing occurs in a way that supports public interests, including fair competition, market entry, and consumer benefit.<br><br>We believe that the risks Orange is referred to can be mitigated by a regulatory framework that can ensure the risks of reduced investment and network resilience are appropriately managed.<br><br>Umniah believes that with a general infrastructure sharing obligation enforced by the TRC is necessary to address the imbalances and barriers in the market. This would support fair access to essential infrastructure, encourage competition, and enhance network coverage across all regions, which would ultimately align with national goals for investment, efficiency, and equitable service delivery. Therefore, the TRC should not refrain from imposing infrastructure sharing obligations but rather continue to regulate this area to ensure fair and competitive conditions in the market. |
| Article 18 requires Designated Licensees to provide sharing of Telecommunications Network Facilities subject to the principles of non-discrimination. However, this implies that Licensees that are not Designated may discriminate against other operators who | We agree with Orange comment, that clarifying the market in which a licensee must be Designated to be subject to this obligation is essential for transparency and compliance. Without this clarity, the provision may lead to varying interpretations and |

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| are sharing their infrastructure. Moreover, it is not clear in which market a licensee must be Designated in order to be subject to this obligation. Orange considers removing the differentiated requirements imposed on Designated Licensees would substantially clarify these Instructions. | inconsistent application, which could complicate the implementation of the Instructions. |
| Article 19 requires Designated Licensees' Reference Interconnection Offer (RIO) to include services that provide sharing of Telecommunications Network Facilities. In Orange's view this is not part of the scope of the RIO, and therefore this Article should be removed. Orange also notes that it is not clear in which markets a licensee must be Designated in order to be subject to this and other obligations specifically imposed on Designated Licensees. | We disagree with Orange's assertion that Article 19 is outside the scope of the Reference Interconnection Offer (RIO). On the contrary, we believe that including infrastructure service availability within the RIO is both necessary and aligned with the principles of ensuring fair and non-discriminatory access to essential facilities.<br><br>Infrastructure services should be included in the RIO for two key reasons:<br><br>1.Infrastructure as a Standalone Service:<br>Infrastructure sharing is a critical enabler for operators to provide competitive services, particularly in areas where deploying new infrastructure is economically or operationally unfeasible. By explicitly including infrastructure sharing as a standalone service in the RIO, the TRC ensures that access to essential facilities is formalized, transparent, and subject to fair terms. This inclusion would provide clarity to all market players, reduce negotiation bottlenecks, and promote efficient utilization of existing infrastructure.<br><br>2.Associated Facilities for Interconnection Services:<br>Infrastructure sharing is also integral to supporting related interconnection services, such as wholesale call termination. The |

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| | availability of associated facilities—such as collocation and sharing of ducts, poles, mast light, dark fiber, and transmission links—is necessary to ensure the effective delivery of these services. Including these services in the RIO would streamline the process for operators and ensure that the essential facilities required for interconnection are accessible under clear and consistent terms.<br><br>Additionally, we acknowledge Orange's concern regarding the clarity of markets in which a licensee must be Designated to be subject to these obligations. To address this, the TRC could provide explicit definitions or market determinations to remove any ambiguity, ensuring consistent application across relevant markets.<br><br>In summary, retaining Article 19 with the inclusion of infrastructure services in the RIO is essential for fostering competition, ensuring efficient infrastructure utilization, and supporting the provision of interconnection services. |
| Articles 31 – 35 detail a highly prescriptive approach to the negotiation of a sharing agreement, which entails significant regulatory burden. Orange considers a light-touch approach, where sharing is negotiated on a commercial basis (with the TRC acting as an arbiter in the case of disputes) would be more appropriate for Jordan. | We disagree with Orange comment to adopt a "light-touch" approach to the negotiation of Sharing Agreements. The detailed procedures outlined in Articles 31–35 provide critical safeguards to ensure transparency, fairness, and efficiency in the negotiation process. Without these provisions, there is a significant risk of delays or uncooperative behavior that could hinder infrastructure sharing and negatively impact competition and service provision. |

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| | While we acknowledge the importance of minimizing regulatory burdens, the existing framework strikes an appropriate balance by ensuring that:<br><br>1.Clear timelines and procedures: The structured process ensures that both parties are aware of their obligations and deadlines, reducing the risk of disputes or stalling tactics.<br>2.Level playing field: The prescriptive approach prevents dominant operators from leveraging their position to impose unfavorable terms or unnecessary delays on smaller operators.<br>3.TRC oversight: The involvement of the TRC as a neutral arbiter only in cases of disputes ensures that negotiations remain commercially driven while maintaining regulatory oversight as a safeguard. |

| National Roaming | |
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| **Our Comments on Zain's Comments** | |
| **Zain Comments** | **Umniah Comments** |
| The TRC has not demonstrated that the introduction of mandated national roaming in Jordan is required. The Jordanian mobile market is mature, with three well-established operators that have achieved widespread coverage (over 99% of the population). The TRC's 2020 market review found no significant competition issues, making regulatory intervention in national roaming unnecessary. National roaming, if mandated, could lead to adverse consequences, such as reduced incentives for network investment and innovation, harming both the competitive landscape and service quality. | While the operator's point regarding the maturity of the Jordanian mobile market is valid, with three established operators and high population coverage, it is important to consider the evolving dynamics of the sector.<br>Moreover, national roaming would allow for a balanced approach where operators can focus on innovation and service quality without the burden of immediate infrastructure expansion, particularly in rural or remote areas. Over time, such arrangements could lead to more robust competition and increased incentives for operators to invest in next-generation networks.<br>In addition, the potential adverse consequences of mandating national roaming, such as reduced incentives for investment, should be carefully weighed against the long-term benefits of ensuring competition and equal opportunities for all operators. Regulators can put in place safeguards to ensure that national roaming agreements are fair and do not discourage investment. |
| Mandating national roaming will reduce the likelihood of existing operators investing in network expansion and upgrades, as they will know that others can simply access their network without making similar investments. At the same time, operators relying on national roaming will have little incentive to build their own networks, leading to slower development of next-generation technologies like 5G. This would negatively affect Jordan's technological progress and hinder the country's potential economic and social benefits from advanced connectivity. | Umniah believes that it is important to recognize that the key issue is not necessarily about mandating national roaming, but about how it is implemented and regulated.<br>National roaming, when used strategically and temporarily, can serve as a bridging solution to support competition, ensure nationwide coverage,<br>National roaming can help promote faster coverage expansion in underserved areas or rural regions, where it may not be commercially viable for individual operators to invest immediately. This would contribute to greater social and economic |

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| | inclusion, ensuring that citizens across Jordan can access advanced connectivity and participate in the digital economy, which is particularly important as we transition into 5G and other next-generation technologies.<br>In conclusion, National roaming should be seen as part of a larger strategy that supports market fairness, economic inclusivity, and technological progress. The key is to ensure that national roaming regulations are designed in a way that promotes timely infrastructure rollout, encourages market participation, and balances the need for investment with broader national goals for digital and economic development. |
| By allowing one operator to piggyback on the network investments of others without corresponding investments, mandated national roaming risks distorting competition. Operators like Zain, who have made significant financial commitments to achieve universal coverage, will bear the costs, while others may benefit without comparable investments. This could lead to a reliance on existing infrastructure rather than promoting fair competition through innovation and network differentiation. | It is important to consider that national roaming, particularly in underserved or rural areas, can ensure that all consumers have access to reliable services. It is important to note that national roaming is not meant to substitute for network differentiation or innovation; rather, it can support competition by leveling the playing field. This could stimulate competition in areas where coverage gaps exist and encourage innovation in the market, as operators still have strong incentives to differentiate themselves based on factors such as service quality, pricing, customer experience, and the rollout of next-generation technologies like 5G.<br>Regarding Zain's concerns about the financial impact of national roaming on infrastructure-investing operators, this can be addressed through carefully crafted regulations that protect the interests of operators who have made significant investments, while still supporting competition and ensuring universal service. |
| Global best practice in regulating national roaming suggests that it should only be considered in cases of market failure, such as when | While global best practices often associate national roaming with market failure or temporary support for new entrants, this |

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| a new entrant needs temporary support to build its own network, or when the spectrum licensing framework is regional. In the rare cases where national roaming has been implemented, this has been done on a temporary basis, with clear sunset clauses to ensure the long- term sustainability of network investments. Jordan does not face the conditions that have prompted other markets to introduce such regulations, and its mobile market does not require national roaming to remain competitive. | perspective overlooks the broader benefits of national roaming in enhancing competition, improving service coverage, and ensuring equitable market access. Jordan's market dynamics, including challenges in expanding coverage and fostering innovation across all operators, may justify the implementation of national roaming under targeted criteria.<br>Mandating national roaming with defined conditions and temporary provisions, such as sunset clauses, can strike a balance between maintaining fair competition and encouraging long-term infrastructure investment. This approach would ensure operators have the opportunity to provide competitive and widespread services while fostering incentives to develop their own networks over time.<br>Additionally, national roaming can play a critical role in advancing next-generation technologies, such as 5G, by enabling nationwide coverage, particularly in areas where infrastructure duplication may not be economically viable.<br>Therefore, we see that while Jordan's market may not align with the specific conditions cited in global cases, a tailored regulatory framework could address existing gaps, ensure fair market participation, and deliver benefits for both consumers and the industry as a whole |
| The introduction of new obligations after licenses have been issued disrupts the legal certainty and commercial expectations that formed the basis for significant investment decisions. When Zain and other operators were granted their licenses, the terms were clear, stable, and intended to foster long- term commitments to network infrastructure development. Retroactively altering | In response to the concerns raised by Zain, we would like to emphasize that the obligations outlined in the license agreement, specifically in Appendix 1/C, Clause (C), already address roaming arrangements, including national roaming. The license requires operators to cooperate with other licensed providers to establish and maintain roaming capabilities, ensuring competitiveness and non-discriminatory practices. Additionally, the clause stipulates |

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| these conditions undermines this stability and negatively impacts the investment environment. | that roaming agreements must be approved by the TRC, which ensures that such arrangements are in line with regulatory requirements and market fairness.<br><br>Therefore, the concerns raised about the introduction of new obligations and the impact on the investment environment are already addressed within the existing license framework, which ensures that operators comply with the regulations that promote fair competition. As such, Zain's comment about new obligations disrupting legal certainty does not hold, as the license already contains provisions for such arrangements. |
| This clause suggests that mandated national roaming should not lead to the lessening of competition or other potential market harms. However, as we discuss in our general comments, we firmly believe that the drawbacks of mandated national roaming (disincentivise network investment, over-reliance of national roaming seekers on the national roaming providers) will lead to a significant reduction of competitions and other market harms (such as lack of investment). Therefore, we believe that the TRC should not mandate national roaming, or at the very least, it should follow international best practices. | We disagree with the Zain position on mandated national roaming. While we acknowledge the potential risks outlined, such as the disincentivization of network investment, we believe that a well-structured framework for Mobile National Roaming, overseen by the TRC, can mitigate these risks.<br>National roaming can be a temporary measure to support competition and market access, particularly for operators who may need time to develop their infrastructure. By adhering to the best international practices and setting clear guidelines, the TRC can ensure that national roaming agreements do not undermine the market or hinder investment in the long term. Therefore, we believe that a properly regulated framework for national roaming, with appropriate safeguards, is in the best interest of the market and should be considered for implementation. |
| As we discuss in the general comments section, any mandated national roaming agreement could have adverse effects on the mobile market in Jordan by, for example, reducing the incentives to deploy new technologies. This effect is enhanced if the | We believe that a time-limited Mobile National Roaming Agreement, as outlined in Article 21, provides a balanced approach. By allowing the TRC to consider the duration of such agreements, the framework ensures that any temporary roaming |

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| agreements are not time-limited, which would allow operators to 'piggyback' on the existing network indefinitely. Therefore, and not excluding our arguments against mandated national roaming as a whole, if national roaming is mandated, all agreements should be time-limited rather than just some (implied by the words 'may be' in this article). | arrangement does not unduly disrupt competition or hinder infrastructure investment.<br>In line with our position, we believe that the TRC should exercise discretion in approving roaming agreements, ensuring they are tailored to specific circumstances and include appropriate safeguards, including clear and reasonable time limits, to mitigate any negative impacts on competition and investment. |
| Extra time should be available for national roaming requests that require an accurate and precise feasibility study. We recommend setting 30 working days and, if needed, another 30 working days with an acceptable justification for the extension. | We believe that the proposed one-month timeframe is sufficient to ensure timely decision-making and to maintain an efficient process for handling Mobile National Roaming requests. Extending the period to 30 working days or more may lead to unnecessary delays. If additional time is required for more complex requests, we suggest that the TRC, in its oversight role, monitor the process to ensure that extensions are granted only when justified. |
| **Our Comments on Orange's Comments** | |
| **Orange Comments** | **Umniah Comments** |
| National/domestic roaming is a form of active sharing where one operator uses the mobile service of another operator within the same domestic market for the purpose of providing services to its end users. According to BEREC, most national roaming agreements in Europe are a result of commercial negotiation, rather than regulatory obligation. | While it is accurate that national/domestic roaming agreements in Europe are largely driven by commercial negotiations, it is important to recognize that the regulatory landscape varies by country and market conditions. In certain cases, regulators have intervened to mandate national roaming to address market imbalances, ensure fair competition, or facilitate coverage expansion in underserved areas, particularly where some operators struggle to build infrastructure at scale to provide their services to certain areas.<br>For instance, regulatory intervention may be necessary in markets where there are limited infrastructure-sharing options or when one operator controls a disproportionate share of the network, thus hindering competition. |

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| | In addition, there can be instances where regulatory oversight ensures that roaming agreements are fair, transparent, and non-discriminatory, particularly in cases of market dominance or when the agreements significantly affect competition. Regulators, in some jurisdictions, set pricing frameworks or other conditions to prevent market abuses. |
| Orange notes that sectoral regulators have generally considered that there is a trade-off between national roaming obligations and market participants' incentives for infrastructure investment. For example, the Body of European Regulators for Electronic Communications (BEREC) has argued that [emphasis added]:<br><br>"Roaming is very likely to restrict the differentiation capacity of the roaming operator on several major parameters, such as coverage and quality of service (which are those of the host operator). The conditions applied on the wholesale market on the roaming operator restrict its ability to define its service at the retail level.<br><br>In consequence, subject to a case-by-case analysis, roaming is likely to not be in line with the objectives of infrastructure-based competition for the end user's benefit (including investment, innovation and competition between actors) and efficient spectrum management and usage." | While Orange's comment reflects the trade-off between national roaming obligations and the incentives for infrastructure investment, it is important to consider the broader context in which national roaming can still play a valuable role in market competition and sectoral development.<br>The concerns raised by BEREC about the potential restrictive effects on service differentiation, such as coverage and quality of service, are valid. However, these concerns can be addressed through carefully crafted regulatory frameworks that ensure national roaming agreements do not undermine the incentives for operators to invest in their own infrastructure.<br>Furthermore, national roaming can help level the playing field in the market ensuring widespread coverage, particularly in rural or less densely populated areas. This could ensure greater service availability across the entire population, which is important for consumer welfare and market fairness.<br>Regarding the concern about efficient spectrum management and usage, national roaming can be structured in a way that encourages cooperation among operators in network sharing, without limiting innovation or the efficient use of spectrum.<br>In conclusion, while national roaming can be a tool to enhance competition and support innovation in markets where infrastructure investment is a barrier to entry. A case-by-case |

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| | approach should be used to carefully assess the market's specific conditions, allowing for the right balance between promoting infrastructure-based competition and supporting the development of a more competitive, innovative telecom environment for consumers |
| The UK's communications regulator, Ofcom, has argued that implementing mobile national roaming in rural areas (which it terms rural wholesale access) could have a number of potential downsides. Ofcom stated:<br>Rural wholesale access [i.e. national roaming in rural areas] would reduce the extent to which operators could differentiate themselves on the basis of coverage or network quality. There is therefore a potential risk that it could have a chilling effect on investment in networks. This could manifest itself in three ways:<br>a) Operators might decommission existing masts in some rural areas if offering coverage in these areas ceased to be a source of competitive differentiation. If left unmitigated [i.e. unless operators are prevented from decommissioning masts] this could result in a reduction in coverage in some areas;<br>b) Operators might stop building new masts to expand coverage in rural areas if doing so no longer gave them a competitive advantage; and<br>c) Operators might be deterred from upgrading masts to new technologies in existing partial not spots37 in rural areas if other operators could piggy-back off their networks. For example, there is a risk rural wholesale access could have an adverse effect on incentives to invest in 5G.<br>In recognition of this trade-off, national roaming obligations are generally considered appropriate in only two contexts: | Regarding the concerns raised by Orange, referencing Ofcom's & CERRE analysis of the potential downsides of rural wholesale access (or national roaming in rural areas), it is crucial to consider that these challenges can be addressed through carefully crafted regulatory measures that balance the short-term benefits of improved coverage with the long-term incentives for infrastructure investment.<br>National roaming in rural areas can still be a useful tool to improve coverage and connectivity in underserved regions, particularly where infrastructure investment is challenging. The key to making national roaming effective and beneficial for all stakeholders is to design regulations that protect incentives for long-term network investment and ensure a fair balance between coverage expansion and technology upgrades, especially in rural areas. |

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| 1. To facilitate market entry by an entrant mobile network operator. In this context, the national roaming obligations should be transitory and should be phased out over time, in order to provide the entrant operator with the incentives to roll out its own network. BEREC states that such a roaming agreement "should not provide access to national roaming beyond what is necessary to allow the entrant to invest in its own network".<br>2. To facilitate a greater choice of retail service providers in geographic areas where infrastructure-based competition is not feasible (note that customers in such areas would still be reliant on the same underlying network). Such areas tend to be remote and rural areas where there is no commercial case for infrastructure deployment by other operators.<br>In respect of these two points, Orange notes that:<br>· Jordan has a population of 11.4m41, and three mobile network operators with extensive network coverage (each with a reported population coverage of over 99%). Jordan has the same number of operators as countries of a similar size – including Austria, Belgium, Czechia, Greece, Hungary, and the Netherlands. In light of this Orange considers that the prospects for infrastructure-based entry by an entrant operator are unlikely, and market conditions would not support this.<br>· The extensive coverage of Jordan's three mobile networks mean that the vast majority of customers already have a choice of provider; and<br>· In relation to fostering greater competition in remote and rural areas, mandated national roaming is only one of a number of potential approaches, some of which may be superior in terms of protecting incentives for investment. For example, in the UK, mobile network operators and the government agreed to establish | |

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| the Shared Rural Network.42 As part of the deal the UK Government contributed £500m of government funding to improve rural mobile coverage. | |
| In light of the above, Orange considers that the TRC should:<br>· remove the general obligation for mobile national roaming; and<br>· clarify that mobile national roaming arrangements may be agreed on a commercial basis between operators. This may bring benefits to the market if an operator is missing a technology layer. | We disagree with Orange's comment. Umniah believes that mandating national roaming, based on clear criteria set by the TRC for agreement approval, would effectively balance the need for market access, competition, and encouragement of infrastructure investment. |
| Article 1 mentions "the importance of Mobile National Roaming" to Jordan. Orange considers that there is no need for national roaming in Jordan, as there are three MNOs which cover 99% of the population with voice and mobile broadband services. | While we acknowledge that the current mobile network operators collectively provide extensive coverage, the importance of Mobile National Roaming extends beyond the current coverage statistics. National roaming ensures fair competition, particularly in cases where market dynamics or geographic conditions hinder equal access to infrastructure, thereby enabling operators to compete on service quality and pricing rather than solely on network reach.<br><br>Moreover, national roaming plays a pivotal role in enhancing consumer benefits, including access to consistent mobile services in underserved or remote areas, and fosters innovation and service differentiation across the market.<br><br>We believe that the inclusion of Article 1 ensures a proactive regulatory framework that supports fair agreements between operators while safeguarding against anti-competitive practices. This is essential for promoting a dynamic and competitive telecommunications market that continues to meet the evolving needs of consumers and technological advancements, such as 5G deployment. |

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| | Thus, the mention of the importance of Mobile National Roaming in Article 1 reflects the forward-looking regulatory approach necessary to maintain and enhance competition and consumer welfare in Jordan's telecom market. |
| Article 3 notes that the Mobile National Roaming is applicable to all networks and the geographic areas within Jordan. An unlimited obligation of this kind will lead to the risks articulated in Section 3.3, including (as noted by other regulators and regulatory bodies) risks to incentives for infrastructure investment and rural coverage. Note that in other jurisdictions mobile national roaming obligations tends to be limited in geographic scope and/or time. Orange considers that, in the case of Jordan, mobile national roaming should not be mandatory, but optional and subject to commercial arrangements. | We disagree with Orange's opinion that Mobile National Roaming should only be optional and subject to commercial arrangements. Article 3 ensures equitable access to telecommunications services across all geographic areas and networks, promoting fair competition and consumer benefits.<br><br>While concerns about potential risks to infrastructure investment and rural coverage are noted, a regulated framework with safeguards—such as case-by-case regulatory approval, geographic or temporal limitations where appropriate, and anti-competitive protections—can address these risks effectively. This approach balances market access, competition, and infrastructure investment incentives, ensuring nationwide connectivity and consumer welfare, particularly in underserved or remote areas. |
| Articles 5 and 6 detail the objectives of the Instructions and various intended benefits. Orange considers that some of the benefits identified by the TRC are unlikely to materialise and indeed may present risks. For instance, in some areas mobile national roaming may encourage consolidation of infrastructure which will reduce resilience. Conversely, in other areas, the obligation may result in duplication of infrastructure where there is insufficient space on existing masts to host additional radio equipment. | We disagree with Orange's concerns, emphasizing that the TRC's regulatory framework can mitigate risks of reduced network resilience and infrastructure duplication. By ensuring efficient use of existing facilities and incorporating safeguards in agreements, Mobile National Roaming can enhance competition, improve rural coverage, and deliver significant consumer and economic benefits. We believe that the TRC's oversight will ensure these objectives are achieved while addressing any potential challenges |

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| · Article 7 notes the TRC will review all agreements for Mobile National Roaming. The TRC should acknowledge the trade-offs inherent in obliging Mobile National Roaming and explicitly consider network investment incentives as a factor in reviewing roaming agreements. | We believe that Article 7 adequately addresses Orange's concerns by providing a robust framework for TRC oversight. The requirement for justification of agreements and the evaluation of potential market harms, including competition impacts, ensures that network investment incentives are considered. In our view, Mobile National Roaming, guided by well-defined criteria and subject to TRC review, achieves a balanced approach that fosters competition, enhances consumer benefits, and protects infrastructure investments. The TRC's review process inherently accounts for broader market dynamics, including investment incentives, while minimizing the risk of anti-competitive effects. |
| Article 9 states that the Mobile National Roaming obligation will apply to all operators and networks. Orange notes an unlimited obligation of this kind will lead to the risks to incentives for infrastructure investment and rural coverage. Orange considers that mobile national roaming should not be mandatory, but optional and subject to commercial arrangements. | We maintain that the mandatory Mobile National Roaming requirement in Article 9 is crucial for promoting fair competition and ensuring consumer benefits in Jordan's telecom market. While concerns regarding infrastructure investment and rural coverage are valid, the TRC's oversight and clear guidelines will address these risks.<br><br>Our position is that Mobile National Roaming must be applied to all operators to ensure equal access to the market and prevent competitive imbalances. Allowing it to be optional, as suggested by Orange, could result in unequal market conditions, ultimately limiting consumer choice and access to high-quality services. By mandating Mobile National Roaming under regulated conditions, the TRC ensures both the sustainability of infrastructure investment and the long-term competitiveness of the market. |
| Article 13 mentions "unjustified refusal to negotiate in good faith". However, the TRC should specify what it considers to be an "unjustified refusal" to help to avoid disputes. | We agree with Orange's comment that the TRC should clarify what constitutes an "unjustified refusal" to negotiate in good faith to avoid potential disputes. We believe that clear and precise |

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| | definitions are essential to ensure transparency and fairness in the application of this provision. Our position remains that the TRC should also specify the mechanisms for resolving such disputes, including a formal process for escalation, to ensure that any issues are addressed promptly and effectively. |
| Article 16 mentions a "fair and reasonable price" for Mobile national roaming. Orange considers that mobile national roaming should be optional and subject to commercial arrangements between licensees. . | We disagree with the Orange's comment that mobile national roaming should be optional and subject to commercial arrangements. The requirement for a "fair and reasonable price" in Article 16 ensures that national roaming agreements are established on non-discriminatory and transparent terms, which promotes market access and competition. By making national roaming available under a clear framework, the TRC can safeguard against anti-competitive practices and ensure that operators can rely on roaming to serve underserved areas or support network development. |
| Article 23 allows for one calendar month from the submission of a request for Mobile National Roaming for the completion of a feasibility study by the Host Mobile operator. Orange considers the need for a feasibility study constitutes a regulatory burden and that the allowed time period is too short. | We believe the one-month timeframe is reasonable and essential to ensure timely decision-making and an efficient process for handling Mobile National Roaming requests. If there are concerns about the adequacy of this period, we recommend that the TRC, in its oversight role, provide clear guidance on the scope and nature of the feasibility study to ensure it aligns with practical implementation timelines and avoids unnecessary delays. Additionally, we suggest that the TRC monitors whether the one-month deadline is consistently achievable in practice and adjusts it if necessary to prevent hindering legitimate requests or causing unnecessary delays. |
| Article 24 states that the TRC will review the reasons for the refusal of a request for Mobile National Roaming and may take action. Orange considers that mobile national roaming should not | We believe that the TRC's oversight of refusals is essential to ensure fairness, transparency, and the prevention of anti-competitive behavior. The TRC's role in reviewing refusals is to |

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| be mandatory, but optional and subject to commercial arrangements. As such the TRC will not need to review reasons for refusal. | safeguard the broader market interests, including consumer benefits and competition, and to ensure that refusals are justified and in line with regulatory principles. |
| Article 25 stipulates a timeframe of sixty days to complete a National Roaming Agreement. This timeframe is short for reaching an agreement, and the imposition of a deadline is likely to discourage good faith negotiations. | We believe the 60-day timeframe is reasonable and necessary to ensure the timely completion of Mobile National Roaming agreements, promoting efficiency and minimizing delays. However, we also believe that the TRC should allow for flexibility within this period, permitting extensions when justified, to accommodate good faith negotiations while maintaining the overall progress of the process. |
| Article 29 covers the information that should be shared between a Requesting Mobile Operator and Host Mobile Operator. Orange notes that certain information specified is likely to be commercially confidential, including (for example) geographic coverage. Orange considers that confidential information should only be required to be provided at high level, so that confidential information is not divulged if the parties cannot subsequently reach an agreement. | We believe that while it is essential to provide sufficient information for a Requesting Mobile Operator to assess the feasibility of roaming arrangements, confidentiality and the protection of proprietary information must be safeguarded. In this context, we propose that the TRC ensure that the information shared is limited to what is necessary and provided at a high level, as suggested by Orange. This would allow for transparency in the process while protecting the commercial interests of the parties involved |
| Article 31 stipulates a timeframe of five working days for the Host Mobile Operator to inform the Requesting Mobile Operator of any additional information required in respect of the request. This timeframe is very short for reviewing a request and reviewing all relevant information. Orange considers this should be extended to thirty working days. | We believe that extending the timeframe to thirty working days, as suggested by Orange, could unnecessarily prolong the process and hinder timely resolution. However, we suggest that the TRC consider providing flexibility in exceptional cases where more time is required, with appropriate justification, to avoid undue delays. |
| Article 32 notes that "an unjustified refusal to negotiate in good faith or denial of the provision of facilities for roaming or other discriminatory practices with respect to roaming" will be subject to sanctions. Orange considers that national roaming agreements | The procedures for considering sanctions should be the same applied to any violations of regulations and license terms, which should apply consistently to all violations. However, we believe that a specific dispute resolution process should be clearly outlined |

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| should be negotiated on a commercial basis subject to approval by the TRC, rather than being an obligation on operators. Notwithstanding this, if the TRC is considering sanctions then it should set out its process and timelines for investigating claims of bad faith negotiations. This process should include a transparent appeal system to ensure that both parties have an opportunity to present their case before sanctions are imposed. | in these instructions to address potential issues related to national roaming negotiations. This would ensure a structured and transparent approach for resolving disputes, |
| Article 33 states that the TRC will resolve disputes on Mobile National Roaming charges with a binding resolution. Orange considers that mobile national roaming should not be mandatory, but optional and subject to commercial arrangements, which would not require the TRC to be involved to this extent. | We believe that the TRC's involvement in resolving disputes over national roaming charges is crucial to ensure fair, transparent, and non-discriminatory pricing. Given the regulatory obligations in place, including the requirement for fair pricing and the prevention of anti-competitive behavior, the TRC must have the authority to intervene in pricing disputes. This ensures that the charges for national roaming are set in a manner that supports a competitive market, protects consumers, and aligns with the overall regulatory framework |
| Article 36 presents reasons for which a Host Mobile Operator may refuse a request for national roaming. The reasons are: (a) the network of the Requesting Mobile Operator is not technologically feasible; (b) changes to the Host Mobile Operator's network required to accommodate Mobile National Roaming are not economically reasonable; and (c) the mobile services for which Mobile National Roaming is requested for are not offered by the Host Mobile Operator to its end users. The Instructions as drafted would benefit from greater clarity around points (a) and (b); in particular what would constitute a valid refusal on technical or economic grounds. This would ideally also specify the process by which the TRC will make this assessment and any appeals process. | We agree with Orange comments regarding Articles 36(a) and 36(b) that would benefit from further clarification to ensure consistency and transparency in the process of refusal. Specifically:<br><br>For (a), the criteria for "technological feasibility" should be clearly defined to avoid ambiguity and ensure that refusals are based on objective, measurable factors. This could include aspects like compatibility with existing network infrastructure, capacity, and scalability.<br><br>For (b), "economic reasonableness" should be assessed using a transparent methodology, which could include cost-benefit |

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| | analysis or other established pricing frameworks to prevent subjective or arbitrary refusals.<br><br>Additionally, we support the suggestion that the TRC should establish a clear process for assessing refusals on technical or economic grounds, and an appeals process should be in place to ensure fairness and provide an opportunity for operators to challenge decisions.<br><br>This approach would foster greater confidence in the fairness and consistency of the refusal process and align with best practices in regulatory oversight. |
| Article 37 states “An unfounded suspicion of a particular behaviour or outcome of the Mobile National Roaming arrangements shall not be a justifiable reason to warrant a refusal of a request for Mobile National Roaming Agreement.” This Article is vague and should be removed. | Our understanding to this article that refusals for Mobile National Roaming agreements should be based on objective, evidence-based grounds, rather than assumptions or speculative concerns. We believe that this provision is important to prevent misuse of discretion by operators, which could hinder competition and innovation in the market.<br><br>While we agree that the language could be clarified to better define what constitutes "unfounded suspicion," we suggest retaining this article as it serves to ensure that refusals are justified by concrete, verifiable evidence rather than speculative concerns. To address the concern, the TRC could further clarify the scope and examples of what constitutes a justifiable suspicion in this context. |
| Article 38 notes that if the TRC deems the reasons for a refusal of a request are not justified, it will then direct the parties to enter into a Mobile National Roaming Agreement within one calendar | We believe this article is essential in preventing unjustified refusals that could obstruct competition. Regarding appeals, we |

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| month. This approach may result in agreements that are economically inefficient and harmful. Nor does this Article mention any kind of appeals process for appealing the decision. Orange considers this Article should be removed. | recommend that the TRC include clear dispute resolution procedures for handling such cases.<br><br>We propose retaining this article while clarifying the appeals process to ensure both parties have an opportunity to present their case, while upholding the TRC's responsibility for ensuring a fair and timely resolution. |
| Article 39 allows only five working days for submitting a Mobile National Roaming Agreement to the TRC for its approval. Orange considers that the TRC should allow fifteen working days for this process. Article 39 also states that "the TRC may require the Mobile Operators to amend any terms and conditions in the Mobile National Roaming agreement". Orange considers this may result in Agreements that are detrimental to good market outcomes in Jordan, and considers that mobile national roaming should instead be optional and subject to commercial arrangements, | Our understanding to this article, the five working days should be sufficient for both parties to submit the Mobile National Roaming Agreement to the TRC after reaching agreement. In the event that the TRC requests amendments, those amendments should be discussed and agreed upon by both parties. Once both parties have agreed on the revisions, they can then submit the amended agreement to the TRC.<br><br>Therefore, we believe the original five-day period is appropriate for the submission of the agreement. If amendments are required, the parties will have sufficient time to negotiate and finalize the revised agreement, which can then be submitted to the TRC for approval. Therefore, we believe that there's no need for an extended period of 15 working days. |
| Article 40 notes the review and approval process of Mobile National Roaming Agreements by the TRC. It would be useful for the TRC to indicate the time period for its review. | We agree with the Orange's comment regarding the need for a specified time period for the TRC's review process. As stated in our original comment on Article 39, we believe that providing a clear timeframe for the TRC's review would promote transparency and efficiency. We recommend that the TRC specify a reasonable time period for the review and approval process to ensure timely resolution. |

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| Article 41 allows only five working days for submitting an amended Mobile National Roaming Agreement to the TRC for its approval. Orange considers that the TRC should allow fifteen working days for this process. | Our understanding of this article is that the five working days should be sufficient for both parties to submit the Mobile National Roaming Agreement to the TRC once they have reached an agreement on any changes. Therefore, we believe the five-day period is appropriate for the submission. If amendments are agreed upon by both parties, they can then be submitted to the TRC for approval. As such, we do not believe an extension to 15 working days is necessary. |
| Article 42 allows the TRC to require Mobile Operators to amend their Mobile National Roaming Agreements for any reason and at any time. This is a broad proposal which could undermine regulatory certainty and increase risks for the parties involved in the Agreement. Orange considers that mobile national roaming should not be mandatory, but optional and subject to commercial arrangements, which would not require this level of intervention. | We agree with the importance of ensuring that Mobile National Roaming Agreements remain compliant with all applicable laws and regulations. In the event that changes are required due to changes in legislation, government policy, technology, or market conditions, we believe that such changes should be subject to consultation by the TRC. To ensure clarity and proper process, we suggest modifying the phrase 'Such requirements may be consulted upon by the TRC' to 'such requirements shall be consulted upon by the TRC.' This ensures that both parties are aligned on any necessary changes and that there is a formal process for agreeing on these adjustments." |
| Article 44 requires the Host Mobile Operator to obtain written consent of any Hosted Mobile Operator in the case of any interruptions or impairments to the mobile roaming service. This could allow the Hosted Mobile Operator to, in effect, block any network upgrades or modifications. The Instructions should permit the Host Mobile Operator to make upgrades and reasonable changes to its network. | We agree with Orange comment. However, any planned work that could affect roaming services should be coordinated between both parties to prevent disruptions. While it is important for the Host Mobile Operator to have the flexibility to upgrade or modify its network, this should be done in a way that minimizes the impact on other operators' services. Therefore, we suggest maintaining the requirement for written consent, with reasonable exceptions allowed for essential network upgrades aimed at maintaining or enhancing service quality, provided that the TRC is notified. |