1. Commercial Proposal for

Reference Access and Interconnection Offer Annex L Definintions

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# General

* 1. This Annex lists the abbreviations and terms used in the Access and Interconnection Agreement.

# List of Abbreviations

| **Abbreviation** | **Definition** |
| --- | --- |
| AO | Acceptance of Order |
| AR | Acceptance of Request |
| CD | Completion of Delivery |
| CDR | Call Detail Record |
| CLI | Calling line identification  |
| CLIP | Calling line identification presentation |
| CLIR | Calling line identification restriction |
| DDD | Delivery Due Date |
| DDF | Digital Distribution Frame |
| DOO | Delivery Order Offer |
| DRO | Delivery Request Offer  |
| E1 | 2 Mbit/s transmission |
| GMP1 | Providing Party Primary Switch in Greater Muttrah |
| GPRS | General Packet Radio Service |
| HLR | Home Location Register |
| IMSI | International Mobile Subscriber Identity |
| ISC1 | Providing Party International Switch in Greater Muttrah |
| ISC2 | Providing Party International Switch in Muscat |
| IP | Internet Protocol |
| MDF | Main Distribution Frame |
| MGW | Media Gateway |
| MMS | Multimedia Message Service |
| Mobile HSS | Mobile Home Subscriber Server |
| Mobile PS Core | Mobile Packet Switch Core |
| MSS | Mobile Soft Switch |
| NCD | Notification of Non-compliance of Delivery |
| ND | Notification of Delivery |
| NGN | Next Generation Network |
| NIZ1 | Providing Party Primary Switch in Nizwa |
| OA | Order Acknowledgement |
| POI | Point of Interconnection |
| POP | Point of Presence |
| QUR2 | Providing Party Primary Switch in Qurum |
| RA | Request Acknowledgement |
| RNC | Radio Network Controller |
| SAL2 | Providing Party Primary Switch in Salalah |
| SMS | Short Message Service |
| SO | Submission of Order |
| SOH2 | Providing Party Primary Switch in Sohar |
| SR | Submission of Request |
| STP | Signaling Transfer Points |
| STP1 | Providing Party Signaling Transfer Point in Ghala |
| STP2 | Providing Party Signaling Transfer Point in Qurum |
| TAP | Transferred Account Procedure |
| TRA | Telecommunications Regulatory Authority |

# List of Definitions

| **Terminology**  | **Definition** |
| --- | --- |
| 2 Mbit/s Leased Line | Providing Party 2 Mbit/s transmission element used to provide a part of the link from a Point of Connection. |
| Acceptance of Order | Acceptance by the Requesting Party, signed Delivery Order Offer and is considered to be a binding agreement by the parties. |
| Acceptance of Request | Acceptance by the Requesting Party, signed Delivery Request Offer and is considered to be a binding agreement by the parties. |
| Access and Interconnection Agreement | The agreement between Providing Party and the Requesting Party for the purposes of Access and Interconnection which shall include the main body of this Interconnection Agreement, the Annexes and Sub-Annexes thereto as defined in Clause 3 of Annex A.  |
| Access Provider | Is any licensee who offers or provides wholesale Access and Interconnection Services. In this Agreement, it refers to Providing Party. |
| Access Provider Exchange | An exchange which has the required access equipment installed to provide the access service. |
| Access Seeker | Is the licensee who requests or leases an Access and Interconnection Service. In this Agreement, it refers to Requesting Party. |
| Actual Date of Delivery | The date on which a Service actually comes into use. |
| ADSL Link | The digital point-to-point communications between an End User premises and the MSAN nearest to that End User premises. |
| Affiliate | Any entity controlled by, in Control of or under common Control of a Party hereunder. Control herein shall mean the beneficial ownership, directly or indirectly, of more than 50% of the voting rights of a company, or a corporate body or the ability to Control the composition or the decision of the Board of Directors or cause the direction of the management and policies of the company or the body corporate. |
| Aggregation Link | The logical or physical link between an End User, via Access Provider aggregation point and Access Seeker’s Point of Presence (POP). |
| Agreement | This agreement, including all its Annexes and as amended, modified, varied, assigned, notated, supplemented, or replaced from time to time. |
| Answer Signal | The signal required by the call originating Network to indicate connection to the called party. |
| Associate or Associated Company | Is a Subsidiary and Holding Company of such Party, the terms Subsidiary and Holding Company having the meanings ascribed thereto in the Omani Company Legislation Act or any subsidiary of any such Holding Company. |
| Available Space | The space intended for collocation excluding the collocated space and reserved space. |
| Billed Party | Shall mean the Party who receives an invoice from the Billing Party for Access & Interconnect Services it has received from the Billing Party. |
| Billing Dispute | Shall mean a dispute in relation to billing which is referred to in Annex B. |
| Billing Information | Information which must be provided by the Billing Party in support of invoices issued under this Agreement as agreed by the Parties to enable the Billed Party to validate an invoice and for the purposes of this Access and Interconnection Agreement the Billing Information shall consist of any or all of the following: Usage Report, General Report, CDR Data, Invoice. |
| Billing Party | The Party who is issuing any particular invoice. |
| Billing Period | The agreed intervals at which billing takes place under this Access and Interconnect Agreement. |
| Call | A successful transmission path established through the Parties’ Networks, or a Party’s Network, to by which messages can be passed from an originator and delivered through conveyance to a network terminating equipment so that speech and data can be exchanged between the originating network equipment and the terminating network equipment. |
| Call Charges | The charges payable by Requesting Party for Calls made or received by Requesting Party Customers and utilising the Providing Party Services, as set out in Annex M. |
| Call Duration | Call Duration is the duration of elapsed time as described by Section 1.2.2 of ITU-T D 150 “conversation time”. |
| Call Detail Record (CDR) | Records generated in relation to the conveyance of any Call over the Providing Party Network, any data as to the record type, service provider identity, mobile phone number, call direction (whether mobile to mobile, mobile to fixed or other direction), call date, call time, dialled digits, charges, originating cell identity, duration in seconds, length of call in units, zone number (whether national, roamed or other), tariff code (being the pricing profile of the call), package, or call type identity, together with such other data as constitute traffic data from time to time |
| Calling Line Identification (CLI) | Calling Line Identification as defined by the ITU-T. |
| Capital area | The great Muscat area including Ruwi, Muttrah and other, served by the switches of Qurum and Muttrah. |
| Chargeable Call | A Call shall be deemed a Chargeable Call which is chargeable in each Billing Period if:1. A Call is handed over at a Point of Interconnection and during the SS7 signaling sequence of that Call, the SS7 Initial Address Message (IAM) sent by one Party has been responded to by an SS7 Address Complete or Release Message (ACM or RM) by the terminating or transiting Network Party; and
2. A SS7/C7 answer condition/signal in the backward direction has been received by the terminating or transiting Network Party (‘B’ number answer).
3. A Chargeable Call shall include a Call that is terminated onto any network voice mail system (for the avoidance of doubt a network engaged tone, “B” number engaged tone and a “B” number unobtainable tone do not constitute a Chargeable Call).
4. A Chargeable Call is referred to as a Call in the Reference Offer.
 |
| Chargeable Call Duration | Is the duration of elapsed time of a Chargeable Call described by Section 1.2.2 of ITU-T D 150 “conversation time. |
| Charges | The charges for the Providing Party Services as set out in Annex M and any other charges agreed in writing by the parties for services provided by Providing Party under this Agreement. |
| CLI Code | Shall be the code set out in Annexure I of this Access and Interconnection Agreement which the Parties agree |
| CLI Data Available | The CLI data available for transmission to the Network Termination Point of the Terminating Network. |
| CLIP Code | Is the per call basis code \*31#. |
| Collocated Space | The space which has been allocated for collocation to the Requesting Party. |
| Commencement Date | The effective date of this Agreement. |
| Commencement Date of Charging | The date on which charging for a service commences.  |
| Completion of Delivery | Acceptance sent to Providing Party from Requesting Party, that the delivery is completed as specified. |
| Confidential Information | Any information, whether in written or any other form, which has been disclosed in the course of the discussions leading up to or the entering into or performance of this Agreement (including this Agreement) and which is identified as confidential or is clearly by its nature confidential and as set out in Annex J. |
| Customer | A person or entity who is the end-user of the services and authorizes a Party to act on its behalf for the purpose of securing services from the other Party. |
| Customer Number Range | Any number range, either geographic or non-geographic, from which individual numbers or groups of numbers are assigned to specific end user customers.  |
| Data Management Amendment | Such data reconfiguration of the Providing Party Network or the Requesting Party Network as is necessary for the access, routing and charging of Calls. |
| Delivery Confirmation | Written confirmation that the Delivery Due Date will be met. |
| Delivery Due Date | The date Providing Party is prepared to deliver the order or request. |
| Delivery Order Offer | Sent by Providing Party to Requesting Party and consists of the order details given by the Requesting Party and the Delivery Due Date. |
| Delivery Request Offer | Sent by Providing Party to Requesting Party and consists of the request details given by the Requesting Party and the Delivery Due Date. |
| Disclosing Party | A Party disclosing information covered by this Access and Interconnection Agreement.  |
| Dispute | Any disagreement between the Parties in respect of the interpretation or resolution of any provision of this Access and Interconnection Agreement (excluding breaches of this Access and Interconnection Agreement). |
| Dispute Resolution | A process agreed by the parties for the resolution of disagreements. Such process will not constrain either Party’s legal rights. |
| Due Date | A date which is 30 calendar days after the date of an invoice.  |
| End-User | The actual user consuming the Services providing under this Agreement. |
| End-User Data | Information relating to the Parties’ Customers which constitutes personal data, including their names, addresses, email addresses and account histories, including Call Data Records. |
| End-User Equipment | Electronic communications equipment which are of a type approved under all applicable legislation and are compliant with relevant standards having legal effect in the Sultanate of Oman and which are used to access services delivered under this Agreement. |
| End-User Premises | The location where splitter and DSL modem or other equivalent technology necessary to support the End-User ability to use the Services.  |
| Fraud | Any fraudulent, corrupt, dishonest, illegal or other unauthorized use (whether actual or attempted) of the Services provided by either Party including the illegal use of that Party Network, SIM Cards, vouchers, recharge codes or End-User Equipment, SIM boxes / GSM gateways and any other devices that might negatively impact that Party’s Network, revenue or degrade the quality of that Party Services. Services which shall be illegal and therefore constitute fraud include but are not limited to the following: (a) any service which is not covered in the license of the Requesting Party but is provided to End-Users without and Access and Interconnection Agreement with Providing Party; and (b) any service which is explicitly forbidden in the Access and Interconnection Agreement but the Requesting Party provides it without the approval of the Providing Party. Cases (a) and (b) shall only apply following an express decision to that effect by the TRA or such other competent authority. |
| Fraud Prevention Initiatives | The initiatives operated by either Party, or by Third Party Operators, to assist in the detection or prevention of Fraud from time to time and duly notified to the other Party. |
| General Packet Radio Service (GPRS) | All data services over the Providing Party Mobile Network. |
| Handover distribution frame | An intermediary distribution frame which connects collocated equipment with the Main distribution frame. |
| GSM Association Permanent Reference Documents | The documents established and classified as binding as at the Commencement Date by the GSM Association Plenary. |
| GSM Association Plenary | The group of appointed representatives of the signatories of the GSM Association. |
| Handset | A mobile electronic communications handset or other customer terminal equipment or device. |
| Intellectual Property | Any patent, copyright, design, trade name, trademark, service mark or other intellectual property right (whether registered or not) including without limitation ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual property. |
| Interconnect STPs Mobile | Signaling interconnection points at POI for mobile network. |
| Interconnect STPs PSTN | Signaling interconnection points at POI for fixed network. |
| Interconnection | The physical and logical linking connection of the Providing Party and Requesting Party Networks, or the Providing Party Network to and with Third Party Operators’ networks, for the conveyance of the telecommunications traffic or to access services provided over or via that other network as outlined in Annex C. |
| Interconnection Link | Providing Party transmission capacity of Leased Line elements between Providing Party Interconnection Node and Requesting Party Interconnection Node. |
| Interconnection Network | The combination of all the Interconnection Links between the two Parties which represents the totality of the connection of the two Networks. |
| Interconnection Service | A telecommunications service for which agreement has been reached by the Parties to convey on the Interconnection. All Interconnection Services are detailed in Annex C.  |
| Interconnection Traffic | Telecommunications traffic conveyed between the Parties by way of Interconnection. |
| International Mobile Subscriber Identity (IMSI) | A specific number associated with the user, conforming to the ITU E. 212 numbering standard. |
| International switch | Any of the two switches used by Providing Party for the international traffic. |
| Manuals | Working documents for such activities as Planning, Provisioning, Testing, Operations and Maintenance which the parties may agree. They will not form part of the Access and Interconnection Agreement. |
| MDF | Main Distribution Frame located at a [telephone central office](http://en.wikipedia.org/wiki/Telephone_exchange) terminates the cables leading to [subscribers](http://en.wikipedia.org/wiki/Subscribers) on the one hand, and cables leading to active equipment (such as [DSLAMs](http://en.wikipedia.org/wiki/DSLAM) and [telephone switches](http://en.wikipedia.org/wiki/Telephone_switch)) on the other. Service is provided to an End User by manually wiring a [twisted pair](http://en.wikipedia.org/wiki/Twisted_pair) (called a jumper wire) between the [telephone line](http://en.wikipedia.org/wiki/Telephone_line) and the relevant [DSL](http://en.wikipedia.org/wiki/DSL) or [POTS](http://en.wikipedia.org/wiki/Plain_old_telephone_service) line circuit. |
| Metallic Path | Raw copper pair. |
| Monthly Review | As defined in Clause 11.3 in the Main Agreement. |
| MSAN | Multi Service Access Node: the network node that receives signals from multiple customers. |
| Narrowband Services | Plain old telephony services (POTS). |
| National Regulator | The Telecommunications Regulatory Authority or any person or body designated as the National Regulatory Authority pursuant to the Royal Decree No 30/2002 Telecommunications Act Sultanate of Oman Chapter two. |
| Network | The Providing Party Network or the Requesting Party Network as the case may be.  |
| Network Alteration | A physical change within one Party’s Network which is necessitated, to ensure continued efficient operation of the Interconnection, by a change made by the other Party to this Access and Interconnection Agreement without bi-lateral agreement.  |
| Network Information Recorded Announcement | An announcement provided by Providing Party or the Requesting Party which provides information to the calling party in relation to the digits dialed and the progress towards connection of the Call. |
| Network Termination Point | Telecommunications calls originating on a particular network which terminates on geographic or non-geographic number ranges in another network within Oman. |
| Notification of Delivery | Notification sent to Requesting Party from Providing Party, informing that the delivery of Service has been completed. |
| Notification of Non Compliance of Delivery | Notification sent to Providing Party from Requesting Party which states that delivery of service has not been completed. |
| NTU | Network Termination Unit is a device located at the final interconnect point between the PSTN (Public Switched Telephone Network) and the customers' own equipment. |
| Number Unobtainable | A tone provided by Providing Party or the Requesting Party of the called Network in cases where the called number is not active.  |
| Order Acknowledgement | Acknowledgement sent by Providing Party to Requesting Party that the Submission of Order has been received |
| Originating Network | Is the network to which the originating customer is first connected  |
| Party or Parties | A party to the Access and Interconnection Agreement as the context demands. |
| Performance Bond | Unconditional and irrevocable bank guarantee, issued by a bank registered in the Sultanate of Oman and acceptable to Providing Party. |
| Point of Interconnection | The point at which the Providing Party Network connects with the Requesting Party Network on each Interconnection Path. |
| POP | Point of Presence is an aggregation or network connection point in the Access Seeker’s network located at premises owned or shown to be leased by the Access Seeker or at a Access Provider collocation facility but for the avoidance of doubt cannot be at an End User premises. |
| Port Capacity Order | An order for interconnection port capacity at a Point of Interconnection submitted by the Requesting Party. |
| Presentation CLI | The digits (the “presentation numbers”) that comprise a dialing sequence.  |
| Providing Party | Omantel |
| Ready for Service Date | The date by which the Service requested will be available. |
| Receiving Network | The network in receipt of a call across any Interconnection. The Receiving Network may also be a Transit Network or a Terminating Network. |
| Receiving Party | A Party who received any information from the other Party in relation to the Interconnection or Interconnection Services.  |
| Regulatory Change | In relation to Providing Party, any change to applicable telecommunications law in the Territory or any relevant subordinate legislation or any new legislation or new regulations or amendment thereto which in any case has a material effect (whether immediate, prospective and/or retrospective) on this Agreement. |
| Regulatory Condition | Any regulation, condition, direction, decision, notification or order made by the Telecommunications Regulatory Authority or any other relevant regulatory body (including any enforcement action by the Telecommunications Regulatory Authority or such other regulatory body) or any code or codes of practice issued by any competent authority, whether or not such code or codes are expressed to be legally binding, and any voluntary codes applied by any industry body or association, governing or affecting a party's activities. |
| Request Acknowledgement | Acknowledgement sent by Providing Party to Requesting Party that the Submission of Request has been received. |
| Requesting Party | The Party who is requesting the other Party to carry out some activity in relation to the Access, Interconnection or Interconnection Services. |
| Service Levels | The service levels applicable to the provision of the Providing Party Services, set out in Annex H. |
| Switch | Telecommunications apparatus within a Network which performs the function of switching and routing Calls. |
| System | Any instance of equipment, device. software program, firmware program or other entity belonging to or otherwise under the control of either Party, the alteration of which by the said Party will have effect on the compatibility of corresponding or other facilities of the other Party or on the ability of the other party to fulfill obligations defined by this Agreement. |
| System Alteration | Any change, modification or alteration to a System. |
| Target Acceptance Date | Used in Access and Co-location request which is the same as Delivery Due Date in Annex H. |
| Telecommunications Regulatory Authority or TRA | Telecommunication Regulatory Authority of Oman |
| Terminating Network | The network to which the called customer is connected. |
| Territory | The Sultanate of Oman |
| Third Party | Any Party other than the Parties to this Access and Interconnection Agreement. |
| Third Party Operator | Any telecommunication operator that is not a party to this Agreement. |
| Toll Free Numbers  | These are numbers to which the retail call price to the originating customer is zero in accordance with the numbering conventions of Oman. |
| Transit | An operator of a network “B” receives traffic from the operator of another network “A” and on behalf of “A” conveys this traffic on to a third (and different to A and B) operators’ network “C”. |
| Transit Network | Any public switched telephone network involved in the conveyance of a call which is neither an Originating Network nor Terminating Network. |
| Unpaid Invoices | Any invoice duly issued by one party to the other which has not been settled by the due date |
| Working Day | Any day other than Friday, Saturday, public or bank holiday in Oman on which Providing Party Headquarters is open for conducting business. |