

# **Class License for the Provision of Public Telecommunications Services On-board Aircraft**

V2.0

**CRARAC 2018/04/05**

March 17, 2014

Amended on April 5, 2018

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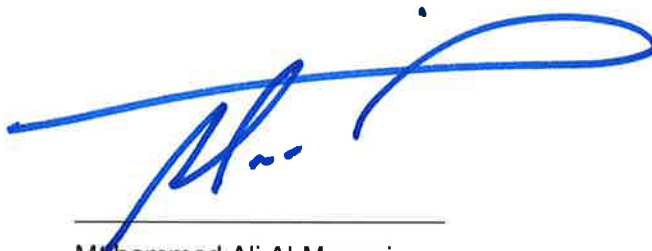
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**Revision History**

<b>Version</b>	<b>Issue Date</b>	<b>Notes</b>
1.0	March 17, 2014	First version issued
2.0	April 5, 2018	Amendments to mainly remove altitude restrictions on the provision of Internet Services below 3000 meters

For the Communications Regulatory Authority (CRA)

Signed by



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Mohammed Ali Al-Mannai

President of the Communications Regulatory Authority

Dated: April 5, 2018

## 1 Legal Basis

1. Law No. 15 of 2002 on Civil Aviation applies to civil aircraft registered in the State of Qatar. It states that, in the absence of relevant provisions in Law No. 15, other International Aviation Conventions to which the State of Qatar is a signatory shall apply to civil aviation concerning the State of Qatar.
2. The Chicago Convention<sup>1</sup> and the Tokyo Convention<sup>2</sup> establish that cabin space of any commercial aircraft (“**Aircraft**”) is the territory of the State in which the Aircraft is registered and, in addition, Article 37, paragraph 1, of Law No. 15 states that:

*“The aircraft [registered in the State of Qatar] shall be considered to be a mobile asset in terms of the application of the enforcement laws, rules and regulations of the State”.*
3. It follows therefore that the provision of Telecommunications Services on-board Aircraft registered in the State of Qatar is subject to the laws of the State of Qatar and, further, that the laws of the State of Qatar shall apply even when the Aircraft is not located within the geographic boundaries and airspace of the State of Qatar.
4. It also follows that the provision of Telecommunications Services on-board an Aircraft which is not registered in the State of Qatar is subject to the laws of the territory of the country in which the Aircraft is registered, even when the Aircraft is located within the geographic boundaries and airspace of the State of Qatar.
5. In view of the above, the Communications Regulatory Authority (“**CRA**”) has established this Class License (“**License**”) under Article (4) and Article (9) of the Telecommunications Law issued by Decree No. 34, 2006 (“**Telecommunications Law**”) as amended by Law No. 17 of 2017, to authorize the Provision of Public Telecommunications Services on-board Aircraft registered in the State of Qatar.

## 2 Authorized Facilities and Services

6. The License authorizes the operators of Aircraft registered in the State of Qatar (“**Licensees**”) to provide:
  - 6.1 Internet Services on a non-exclusive basis on-board the Aircraft; and
  - 6.2 Public Mobile Telecommunications Services on a non-exclusive basis on-board the Aircraft but **only when the Aircraft is flying at, at least, 3000 meters above**

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<sup>1</sup> International Convention on Civil Aviation, signed in Chicago on 7<sup>th</sup> December 1944.

<sup>2</sup> Convention on Offences and Certain Other Acts Committed On-Board Aircraft signed in Tokyo on 14<sup>th</sup> September 1963.

**sea level**<sup>3</sup>.

(collectively, hereinafter referred to as the “**Authorized Services**”).

7. The License also authorizes Licensees to install, establish and operate facilities required to provide the Authorized Services (hereinafter referred to as the “**Authorized Facilities**”). However, the License does not absolve a Licensee from its obligations to comply with other regulatory provisions relating to the installation and operation of the Authorized Facilities including, but not limited to, radio frequency licensing in accordance with the Telecommunications Law and civil aviation requirements arising from Law No. 15.
8. As per Article 30<sup>4</sup> of the Chicago Convention, Licensees, and operators of Aircraft registered in a country other than the State of Qatar whilst in the airspace of the State of Qatar, shall in the provision of the Authorized Services operate the Authorized Facilities in accordance with:
  - 8.1 The relevant applicable terms and conditions and technical and safety standards as set by the Civil Aviation Authority of the State of Qatar and/or international standardization and regulatory bodies such as the International Civil Aviation Organization (ICAO), International Telecommunications Union (ITU), European Telecommunications Standards Institute (ETSI) and European Conference of Postal and Telecommunications Administrations (CEPT) (not an exhaustive list); and
  - 8.2 The CRA’s National Frequency Allocation Plan, as published on the CRA’s website ([www.cra.gov.qa](http://www.cra.gov.qa)).<sup>5</sup>
9. Failure of the operator of an Aircraft registered in a country other than the State of Qatar to comply with the above Clause 8 may lead the Civil Aviation Authority of the State of Qatar, the CRA and/or other relevant authorities in the State of Qatar to evoke Chapter XVIII “Disputes and Defaults” of the Chicago Convention.

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<sup>3</sup>The CRA is aware that, due to the absence of global agreements and standards related to the provision of mobile services below 3000 meters, no Aircraft (registered in Qatar or in another country) currently offers a mobile service below this altitude. There are no signs that this will change in the immediate future.

<sup>4</sup> Chapter 5, Article 30 “Aircraft Radio Equipment”.

<sup>5</sup> To avoid interference caused to Telecommunications Services in the State of Qatar from the provision of Authorized Services on-board Aircrafts flying in Qatari airspace.

### **3 Definitions**

10. The key words and expressions used in the License are defined in Annex A. The other words and expressions shall have the meanings set forth in the Telecommunications Law and the Applicable Regulatory Framework (“**ARF**”).

### **4 License Term**

11. The Licensee is authorized to provide the Authorized Services and operate the Authorized Facilities until such time as the License is withdrawn by CRA.

### **5 Compliance Requirements**

12. The Licensee shall comply (and shall ensure that its officers, subcontractors and agents comply) with the terms and conditions of the License and the ARF.
13. The Licensee shall also comply with any obligations imposed on it by any of the laws, regulations, rules, guidelines, orders or other instruments issued by the State of Qatar, including obligations towards Customers before and after purchase of the Authorized Services.
14. The Licensee is required to have obtained all other necessary approvals, permits or licenses from all relevant competent authorities in Qatar in accordance with the applicable Qatari laws.

### **6 Obligations towards Customers**

15. Customers shall receive the following information **prior** to purchasing the Authorized Services:
  - (a) The terms and conditions under which the Authorized Services are offered;
  - (b) User instructions;
  - (c) All charges that apply to the use of the Authorized Services; and
  - (d) Any limitations on the period of validity for pre-paid services.
16. Invoices issued to the Customer shall clearly identify the Licensee and provide contact details of a customer service hotline for billing enquiries. Invoices must be in a format that is clear, legible and easily understood. It must also include information for the entire period covered by such an invoice, including the details of the services rendered to the Customer and the breakdown of all charges associated with each rendered service and their method of calculation.

## **7 Treatment of Customer Communications and Data**

17. The Licensee shall not:
- (a) Collect, use, process, maintain, store or disclose (hereinafter collectively "use") any Customer information except as permitted or required by the relevant provisions of applicable laws and regulations or with the informed consent of the Customer;
  - (b) Intercept, monitor, record or alter the content of a Customer's communication except with the Customer's prior consent or as permitted under the applicable laws of Qatar; or
  - (c) Utilize or manipulate information about Customers that is obtained in the course of providing the Authorized Services in a way that would have the effect of preventing or hindering competition in the provision of such services.
18. Additionally, the Licensee shall:
- (a) Grant Customers the right that any information collected about them can be corrected or removed at their request; and
  - (b) Be permitted to use Customer information for all legitimate business purposes identified in the terms and conditions or in accordance with any Customer notice and consent and any applicable laws and regulations. If Customer consent is required, the information may only be used after the Licensee discloses to the Customer the proposed uses of the information and the Customer either affirmatively consents or does not object within a reasonable timeframe.
19. The Licensee shall ensure that Customer information and Customer communications are protected by appropriate security and technical safeguards.

## **8 Requirement to Provide Information to CRA**

20. CRA shall have the right to request the Licensee to submit any information including periodic reports, statistics and other data as well as additional information as necessary to effectively supervise and monitor compliance with the terms and conditions of the License and the ARF.

## **9 Access to Premises and Information**

21. The employees of CRA who are vested with judicial seizure powers in accordance with Article (63) of the Telecommunications Law may enter and inspect the offices, places and premises used by the Licensee in relation to the provision of Authorized Services, in order to verify that the Licensee is in compliance with the terms and conditions of the License and the ARF.

22. The Licensee shall provide true and complete responses on a timely basis to all information requests issued by CRA and shall comply in good faith with any reporting requirements issued by CRA in accordance with procedures established by the ARF.

## **10 Lawful Interception, Security and Filtering**

23. The Licensee shall make available to duly authorized law enforcement agencies of the State of Qatar, upon request, all stored information that is held by the Licensee in conducting the activities authorized under the License and shall otherwise cooperate with such authorities in accordance with procedures established by applicable laws and regulations.
24. The Licensee shall comply with the requirements of the authorized agencies of the State of Qatar relating to national security and with the directions of governmental bodies in cases of public emergencies, or in connection with upholding moral standards and cultural values of the State of Qatar, and it shall implement any orders and instructions issued by CRA with respect to service issues related to same.
25. In exercising its responsibilities under the License, the Licensee shall be guided by the principle that customers should not be impeded by their Service Provider from accessing and distributing lawful content or running any lawful application or services, except in cases where the Licensee is required to intercept, block or otherwise impede such transmissions by a duly authorized agency of the State of Qatar or is otherwise authorized to do so in accordance with the laws of the State of Qatar.

## **11 Telecommunications Equipment**

26. The Licensee shall comply with the requirements of CRA's Type Approval regime and shall implement any measures prescribed by the ARF and other reasonable and necessary safety measures regarding the installation and use of the Authorized Facilities to safeguard life or property and to limit exposure to electromagnetic emissions.

## **12 Breach of the ARF**

27. The Licensee shall be liable for all breaches of the License and/or of any other terms or provisions of the ARF whether caused or carried out by itself or by any Person acting on its behalf.
28. Except in situations involving imminent and irreparable harm to Persons or property, where there are reasonable grounds to suspect that the Licensee (or its officers, subcontractors or agents) is in breach of the License, the Licensee will be served with a written notice by CRA requesting the Licensee to rectify the breach. Additionally, if there is evidence to support the possibility of a breach causing consumer detriment, CRA may



serve the Licensee with a written notice suspending immediately its right to provide the Authorized Services while the breach is investigated.

29. If the Licensee fails to remedy any breach resulting from non-compliance with any condition of the License or the ARF, CRA may take any enforcement action or measure as it deems appropriate in accordance with the ARF and/or Chapter (16) of the Telecommunications Law.
30. Without prejudice to any other enforcement powers of CRA, the Licensee shall lose its right to provide the Authorized Services, through a notice to this effect from CRA, if the Licensee commits repeated violations of the License terms and/or the ARF.

### **13 Force Majeure**

31. If the Licensee is prevented from complying with the terms and conditions of the License because of Force Majeure:
  - (a) the Licensee shall notify CRA as to the reasons why as soon as reasonably practicable; and
  - (b) CRA may suspend specific conditions of the License for as long as the Force Majeure continues.

### **14 Amendment of License**

32. CRA may amend, suspend or revoke the License, in whole or in part, from time to time as it deems necessary.

### **15 Governing Law**

33. The License shall be governed by and interpreted in accordance with the laws of the State of Qatar.

## ANNEX A – DEFINITIONS

The following terms and expressions shall have the meanings assigned to each of them:

**Aircraft:** a device that is used or intended to be used for flight in the air<sup>6</sup>.

**Applicable Regulatory Framework (“ARF”):** the Telecommunications Law issued by Decree No. 34, 2006 as amended by Law No. 17 of 2017 and its Executive By-Law and any other rules, regulations, decisions, orders, policies, guidelines, instructions or notices issued by CRA (formerly ictQATAR) as well as this Class License and relevant laws of the State of Qatar and international treaties that the State of Qatar has subscribed to.

**Class License:** a License granted in accordance with Chapter Three of the Telecommunications Law for a certain class of Service Providers and which applies to any Person falling within that class without that Person having to apply for such a license.

**CRA:** the Communications Regulatory Authority of the State of Qatar.

**Customer:** any subscriber or user of the Authorized Services.

**Force Majeure:** a devastating act of nature or other disaster or action taken by a third party that is beyond the reasonable control of the Licensee, including but not limited to earthquakes, floods, widespread fires, tropical storms, or acts of war or terrorism.

**Internet Service:** telecommunications service that is provided by a Local Area Network either by means of a wired connection or wireless access (e.g., Wi-Fi) and which enables a Customer to connect their own terminal to access the Internet.

**License:** this “Class License for the provision of Public Telecommunications Services On-board Aircraft”.

**Licensee:** any operator of Aircraft registered in the State of Qatar that provides Telecommunications Services on-board the Aircraft in accordance with this Class License.

**Mobile Service:** a Telecommunications Service provided by means of radio communications access facilities that is capable of continuous and uninterrupted use while moving between the cell area of one antennae and the cell area of a different antennae.

**Public Mobile Telecommunications Service:** any Mobile Service that is provided to the general public on a commercial basis.

**Person:** a natural or legal person of any type or form.

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<sup>6</sup> As defined in the *Federal Code of Regulations* of the United States of America (available at <https://www.archives.gov/federal-register/cfr>)

**Service Provider:** a person that is licensed to provide one or more Telecommunications Services to the public or licensed to own, establish or operate a Telecommunications Network to provide Telecommunications Services to the public.

**Telecommunications Equipment:** equipment capable of being connected directly or indirectly with a Telecommunications Network in order to send, transmit or receive Telecommunications Services.

**Telecommunications Facilities:** any facility, apparatus or other used or capable of being used for transmitting Telecommunications Services or for any operation directly connected with the transmission of Telecommunications Services.

**Telecommunications Law:** The Telecommunications Law issued by Decree No. 34, 2006 as amended by Law No. 17 of 2017.

**Telecommunications Network:** any wire, radio, optical or electromagnetic systems for routing, switching and transmitting Telecommunications Services between network termination points including fixed and mobile terrestrial networks, satellite networks, electricity transmission systems or other utilities (to the extent used for telecommunications), circuit or packet switched networks (including those used for Internet Protocol services), and networks used for delivery of broadcasting services (including cable television networks).

**Telecommunications Service:** any form of transmission, emission or reception of signs, signals, writing, text, images, sounds or other intelligence provided by means of a Telecommunications Network to a third party.

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