



**The Supreme Council of Information and  
Communications Technology “ictQATAR”**

**Consultation Document**

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

**Closing date for responses: February 20, 2014**

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ICTRA 2014/01/27

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### **Annexure 1: Draft Class License for the provision of Public Telecommunications Services On-Board Aircraft**

# 1 Instructions for Responding to this Consultation

## 1.1 Consultation Procedures

In keeping with open and transparent regulatory processes, the Supreme Council for Information and Communication Technology (ictQATAR) herewith initiates a public consultation on a draft Class License for the provision of Public Telecommunications Services On-board Aircraft (the License).

All interested parties are invited to provide their views and comments on the License attached to this consultation document.

ictQATAR asks that, to the extent possible, submissions be supported by examples or relevant evidence. Any submissions received in response to this consultation will be carefully considered by ictQATAR when preparing the final license. Nothing included in this consultation document is final or binding. However, ictQATAR is under no obligation to adopt or implement any comments or proposals submitted.

Comments should be submitted by email to [raconsultation@ict.gov.qa](mailto:raconsultation@ict.gov.qa) before the date stated on the front cover. The subject reference in the email should be stated as "Consultation: Telecoms Services on-board Aircraft". It is not necessary to provide a hard copy in addition to the soft copy sent by email.

## 1.2 Publication of Comments

In the interests of transparency and public accountability, ictQATAR intends to publish the submissions to this consultation on its website at [www.ictqatar.qa](http://www.ictqatar.qa). All submissions will be processed and treated as non-confidential unless confidential treatment of all or parts of a response has been requested.

In order to claim confidentiality for information in submissions that stakeholders regard as business secrets or otherwise confidential, stakeholders must provide a non-confidential version of such documents in which the information considered confidential is blacked out. This "blacked out" should be contained in square brackets. From the non-confidential version it has to be clear where information has been deleted. To understand where redactions have been made, stakeholders must add indications such as "business secret", "confidential" or "confidential information".

A comprehensive justification must be provided for each and every part of the submission required to be treated as confidential. Furthermore, confidentiality cannot be claimed for the entire or whole sections of the document as it is normally possible to protect confidential information with limited redactions.

While ictQATAR will endeavor to respect the wishes of respondents, in all instances the decision to publish responses in full, in part or not at all remains at the sole discretion of ictQATAR. By making submissions to ictQATAR in this consultation, respondents will be

deemed to have waived all copyright that may apply to intellectual property contained therein.

For more clarification concerning the consultation process, please contact Philip Harris, Licensing Section Manager, pharris@ict.gov.qa

### **1.3 Definitions**

The terms used in this document have the definitions given to them in the Telecommunications Law or the License.

## **2 Background**

### **2.1 Qatar Airways Request**

Qatar Airways wishes to enable its passengers to access Public Telecommunications Services whilst 'in the air' – the scope of services is to include GSM and Internet access. Qatar Airways has thus approached ictQATAR in order to request suitable authorisation.

### **2.2 Provision of On-board Services**

On-board GSM services are implemented via a small base station installed on the Aircraft that operates on a dedicated channel in the 1800MHz band. The base station is connected to an on-board satellite earth station which facilitates the connection back to the terrestrial network.

Restrictions in the permitted transmit power of the on-board base station and the specification of a minimum height above ground level which the Aircraft must reach before the on the on-board GSM base station may be switched on (and below which it must be switched off) will protect terrestrial GSM networks from interference.

Customers using the on-board GSM services will be charged as if they were roaming, i.e. in the case of post-pay customers, charges will appear on the invoice that they receive from their 'home' mobile service provider, whereas in the case of pre-pay customers, the call charges will be deducted, by their 'home' mobile service provider, from the available credit. Customers will be informed of call charges in advance of using the services.

Internet services are provided by a Local Area Network (LAN) either by means of wired connections or wireless (Wi-Fi) access, to which customers will be able to connect their own terminals. The LAN will be connected to the on-board satellite earth station which will facilitate access to the terrestrial network.

Customers will be informed of charges in advance of using the Internet service and options exist for a pre-pay or post-pay service. Pre-pay is implemented through a voucher system which enables Internet access for the duration specified on the voucher. In the post-pay scenario, the customer will be invoiced (charges appear on a credit card) according to the duration spent on line.

Use of radio spectrum for the satellite earth station, GSM base station and any WLAN equipment is subject to separate radio spectrum licensing and is not addressed in the proposed Class License.

## **2.3 ictQATAR Position**

Having considered the request, ictQATAR has determined that:

- cabin space of any commercial aircraft is the territory of the State in which the Aircraft is registered;
- the provision of Telecommunications Services on-board Aircraft registered in Qatar is subject to the Telecommunications Law of the State of Qatar and, further, that the Laws of Qatar shall apply even when the Aircraft is not located within the geographic boundaries of the State of Qatar;
- the provision of GSM and Internet services on-board Aircraft registered in Qatar is subject to telecommunications licensing in accordance with Article 9 of the Telecommunications Law;
- the provision of Public Telecommunications Services on-board aircraft is complementary to existing services provided by licensed service providers in Qatar and will not negatively impact existing markets in Qatar; and
- a Class License is the suitable regulatory instrument through which to authorise the provision of such services and to authorise the operation of Telecommunications Networks required to support such services.

Note that the Class License is not exclusive to Qatar Airways and it will apply to any person wishing to provide Public Telecommunications Services on Aircraft which it operates and which are registered in the State of Qatar.

## **3 Questions**

Persons wishing to respond to the consultation may provide their views and comments on any relevant issue, however, the following may serve as a guide:

1. Do you have any comments regarding the analysis that the cabin space of an Aircraft is under the jurisdiction of the state in which the Aircraft is registered?
2. Do you agree that the provision of the services described should be subject to telecommunications licensing in accordance with Article 9 of the Telecommunications Law?
3. Do you agree that the Class License is the appropriate regulatory instrument?
4. Do you have any comments regarding the scope of the services permitted to be offered and facilities permitted to be operated under the License?
5. Do you have any comments regarding the information to be made available to the customer prior to use of the services?
6. Do you consider the License to be comprehensive – are there any other rights and/or obligations which should be included?

**Annexure 1: Draft Class License for the provision of Public Telecommunications Services On-Board Aircraft**

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

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The Supreme Council of Information & Communication Technology “ictQATAR”

**xx March 2014**

**ICTRA 2014/03/xx**

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## Revision History

Issue Date	Version	Notes
Xx March 2014	1.0	First version issued

For the Supreme Council of Information and Communication Technology - ictQATAR

Signed by

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Dr. Hessa Al Jaber

Minister of Communication & Information Technology

Dated: xx March 2014

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## I Legal Basis

- 1.1 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 Qatar is a signatory shall apply to civil aviation concerning the State of Qatar.
- 1.2 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’.*
- 1.3 It follows therefore that the provision of Telecommunications Services on board Aircraft registered in Qatar is subject to the Telecommunications Law of the State of Qatar and, further, that the Laws of Qatar shall apply even when the Aircraft is not located within the geographic boundaries of the State of Qatar.
- 1.4 In view of the above, the Supreme Council of Information and Communication Technology (“**ictQATAR**”) has established this Class License under Article (4) and Article (9) of the Telecommunications Law, to authorize the Provision of Public Telecommunication Services On-board Aircraft (“**License**”).

## 2 Authorized Facilities and Services

- 2.1 The License authorizes Aircraft operators to provide public Telecommunications Services on a non-exclusive basis on-board Aircraft registered in Qatar and only when the Aircraft is flying at, at least, 3000 meters above sea level. Hereinafter referred to as the “**Authorized Services**”.
- 2.2 The License also authorizes Aircraft operators 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 the 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

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

<sup>2</sup> Convention on Offences and Certain Other Acts Committed on Board Aircraft signed at Tokyo on 14 September 1963

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licensing in accordance with the Telecommunications Law and civil aviation requirements arising from Law No. 15.

- 2.3 For the avoidance of doubt, the License does not authorize the provision of Telecommunications Services outside of Aircraft, in Aircraft not registered in Qatar or when an Aircraft is flying lower than 3000 meters above sea level.

### **3 Definitions**

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 ARF.

### **4 License Term**

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

### **5 Compliance Requirements**

- 5.1 The Licensee shall comply (and shall ensure that its officers, subcontractors and agents comply) with the terms and conditions of this License and the ARF.
- 5.2 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.
- 5.3 The Licensee is required to have obtained all other necessary approvals or licenses from all relevant competent authorities in Qatar in accordance with the applicable Qatari laws.

### **6 Obligations towards Customers**

- 6.1 The Licensee shall make available to its Customers the following information prior to purchasing the Authorized Services:
- a) The terms and conditions under which the Authorized Services are offered;
  - b) User instructions;

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- 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.
- 6.2 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 subscriber and the breakdown of all charges associated with each rendered service and their method of calculation.

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

### **7.1 A 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 communications 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.

### **7.2 Additionally, a 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.

### **7.3 The Licensee shall ensure that Customer information and Customer communications are protected by appropriate security and technical safeguards.**

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## **8 Requirement to Provide Information to ictQATAR**

ictQATAR 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 this License and the ARF.

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

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

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

- 10.1 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.
- 10.2 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 ictQATAR with respect to service issues related to same.
- 10.3 In exercising its responsibilities under the Clause, 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

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otherwise authorized to do so in accordance with the laws of the State of Qatar.

## **I I Telecommunications Equipment**

11.1 The Licensee shall comply with the requirements of ictQATAR'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.

## **I 2 Breach of the ARF**

12.1 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.

12.2 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 ictQATAR requesting the Licensee to rectify the breach. Additionally, if there is evidence to support the possibility of a breach causing consumer detriment, ictQATAR may serve the Licensee with a written notice suspending immediately its right to provide the Authorized Services while the breach is investigated.

12.3 If the Licensee fails to remedy any breach resulting from non-compliance with any condition of the License or the ARF, ictQATAR may take any enforcement action or measure as it deems appropriate in accordance with the ARF and/or Chapter (16) of the Telecommunications Law.

12.4 Without prejudice to any other enforcement powers of ictQATAR, the Licensee shall lose its right to provide the Authorized Services, through a notice to this effect from ictQATAR, if the Licensee commits repeated violations of the License terms and/or the ARF.

## **I 3 Force Majeure**

If the Licensee is prevented from complying with the terms and conditions of the License because of Force Majeure,

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- a) the Licensee shall notify ictQATAR as to the reasons why as soon as reasonably practicable; and
  - b) ictQATAR may suspend specific conditions of the License for as long as the Force Majeure continues.

#### **14 Amendment of License**

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

#### **15 Governing Law**

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

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## ANNEX A – DEFINITIONS

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

**Applicable Regulatory Framework (“ARF”):** the Telecommunications Law No. (34) of 2006 and its By-Law and any other rules and regulations, decisions, orders, policies, guidelines, instructions or notices issued by ictQATAR as well as this License and conditions 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.

**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.

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

**Licensee:** a legal person who provides Telecommunications Services to the public in accordance with the License.

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

**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. This includes providers of information or content provided using a Telecommunications Network.

**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.



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**Telecommunications Law:** is the Telecommunications Law No. (34) of 2006 of the State of Qatar.

**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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