



---

# Procedures

---

## Dispute Resolution

### Version 2.0

Issue Date: 6 May 2018

---

Telecommunications Regulatory Authority "TRA"  
P O Box 26662  
Abu Dhabi, United Arab Emirates (UAE)  
[www.tra.ae](http://www.tra.ae)

---

**Version Control:**

<b>Version</b>	<b>Issue Date</b>	<b>Reason for Revision</b>
1.0	31 December 2005	First issued version
2.0	6 May 2018	Extensive revision to ensure inclusion of both interconnection and Access services and to exclude disputes dealt with under agreed Fast Track Resolution Procedures Approved by The TRA Board 22 March 2018 via Resolution No 12

## Table of Contents

<b>1. Definitions</b>	<b>4</b>
<b>2. Background</b>	<b>6</b>
<b>3. Scope</b>	<b>6</b>
<b>4. Focussed Negotiations</b>	<b>6</b>
<b>5. Organisation of the Dispute Resolution Procedures</b>	<b>9</b>
<b>6. Decisions</b>	<b>12</b>
<b>7. Confidentiality</b>	<b>15</b>
<b>8. Behaviour of the Parties during the Dispute Resolution Procedures</b>	<b>15</b>
<b>9. Language</b>	<b>16</b>
<b>10. Effective date</b>	<b>16</b>
<b>11. ANNEX 1 – Format for Direct Filing Submission</b>	<b>17</b>
<b>I. Submission Requirements</b>	<b>17</b>
<b>II. Presentation and Content of the Direct Filing</b>	<b>18</b>
<b>ANNEX 2 – Guidance format for Decision</b>	<b>23</b>
<b><i>(Interim Decisions, Decisions, Reviewed Decision)</i></b>	<b>23</b>

## 1. Definitions

The terms, words, and phrases used in these Procedures shall have the same meaning as are ascribed to them in the Telecommunications Law and the Regulatory Framework, unless these Procedures expressly provides for otherwise, or the context in which those terms, words and phrases are used in these Procedures requires otherwise. For the purposes of these Procedures, the following terms and words shall have the meanings ascribed to them below:

**Case** means the combination of the Direct Filing, subsequent Filings, information requests, arguments and any other elements of a dispute resolution proceeding filed before the TRA;

**Day** means a calendar day. If the final calendar day of any procedural period falls on a day, which is a public holiday, then the period in question is deemed extended to the next working day. Likewise, if a one or more public holidays or official mourning days are included in any procedural period; the period in question is deemed extended by the same amount of calendar days. In such cases, the TRA shall calculate the extension of the procedural period;

**Decision** means a decision of the TRA made and issued in accordance with these Procedures;

**Direct Filing** means the detailed statement of the Referring Party's description of the Dispute;

**Dispute** means a material disagreement between Licensees in a matter that falls within the scope of these Procedures and is more fully described in Article 3 herein;

**Dispute Resolution Procedure(s)**, also hereafter referred to as "the Procedures" or "these Procedures", means one or more of the individual processes, which are provided for in these Procedures;

**Filing** means a formal documentary submission made by a Licensee and delivered to the TRA pursuant to these Procedures;

**Focussed Negotiations** means the first stage of dispute resolution whereby the Parties act in Good Faith and discuss one or more specific issues with a view to reaching agreement before escalating the matter to the TRA. Focussed Negotiations are more fully described in Article 4 herein;

**Good Faith** means a state of mind whereby the Parties meet and confer with minds open to persuasion and with a view toward reaching agreement;

**Interim Decision** means a decision made at an earlier stage in the proceedings in accordance with these Procedures and pending the release of a further Decision;

**Party** means a Licensee involved in these Procedures, and **Parties** means all of the Licensees involved in these Procedures at any given point in time;

**Petition for Reconsideration** means a petition submitted by a Party and requesting that the TRA reverse, modify or otherwise reconsider a previous Decision;

**Rebuttal** means a written response by the Respondent in which it responds to the Direct Filing;

**Redacted** qualifies the version of a document which has been edited to remove sensitive or confidential information, for example by “blacking out” that information in the document, which is not appropriate for public disclosure;

**Referring Party** means the Party who initiates a Case by submitting a Directing Filing to the TRA;

**Regulatory Framework** means all Licences, directives, instructions, policies, procedures, and other regulatory instruments as issued by a competent authority in accordance with the Telecommunications Law;

**Request** means a request by the Referring Party for measure(s) from the TRA in Dispute Resolution Procedures;

**Respondent** means the Party against which a Direct Filing is submitted in accordance with these Procedures;

**Retrospective Decision** means a Decision that is applied retrospectively from a specific date prior to the issue of the Decision;

**Reviewed Decision** means a decision made and issued by the TRA following its acceptance of, and processing of, a Petition for Reconsideration;

**Surebuttal** means, depending on the context, either a pleading by the Referring Party in reply to the Respondent’s Rebuttal or a pleading by the Respondent in reply to a Referring Party’s Surebuttal;

**Telecommunications Law** means the Federal Law by Decree No. 3 of 2003;

**TRA** means Telecommunications Regulatory Authority of the United Arab Emirates, as amended; and

**Withdrawal** means a request by the Referring Party that its Direct Filing be withdrawn, thereby ending the Case.

## **2. Background**

2.1 These Procedures are issued by the TRA in accordance with Articles 14, 38, 39 and 40 of the Telecommunications Law to provide Licensees with a set of transparent, non-discriminatory, proportional and fair procedures for dispute resolution.

## **3. Scope**

3.1. Subject to Article 3.2, these Procedures apply to disputes between Licensees that arise in relation to:

- i. formal negotiations between Licences where the object of such negotiations is the formation of an interconnection and/or access agreement including agreements related to site, infrastructure and/or facility sharing.; and
- ii. the operation of any interconnection and/or access agreement, including agreements related to site, infrastructure and/or facility sharing.

3.2. These Procedures shall not apply in respect to:

- i. trivial disagreements between Licensees;
- ii. disputes that are dealt with in accordance with other TRA procedures such as “Fast-Track Dispute Resolution” in relation to “post launch BAIS disputes” and “Passive Infrastructure Sharing”;
- iii. disputes that are dealt with through the TRA’s Consumer Protection Regulations and concern Consumer Disputes;
- iv. disputes that are dealt with through the TRA’s Consumer Protection Regulations and concern Advertising;
- v. complaints submitted by one Licensee regarding allegations of breach of the Regulatory Framework by another Licensee; and
- vi. commercial disagreements between Licensees.

## **4. Focussed Negotiations**

4.1. Request for Focussed Negotiations

4.1.1. A Licensee wishing to enter Focussed Negotiations shall formally request the other Licensee to enter into Focussed Negotiations and simultaneously notify the TRA of its request.

- 4.1.2. Such notice of request shall be made in writing and propose a starting date for Focussed Negotiations to be at least five (5) Days after the date on which the notice is received by the other Licensee and shall provide a detailed outline of the issue(s) to be considered during such negotiations.

#### 4.2. Negotiation Period

- 4.2.1. The required period for Focussed Negotiations is sixty (60) Days from the starting date specified in the notice provided in 4.1.2 or such other period as agreed between the Parties, or such other period as may, in exceptional and justified circumstances, be specified by the TRA.
- 4.2.2. Absent written notice as specified in 4.1.2, the Referring Party must, when submitting a Direct Filing, provide strong evidence that Focussed Negotiations have been ongoing for the required sixty (60) Days and that the matter has been sufficiently escalated within the respective organisations of the concerned Licensees, or a written statement must be provided from the other Party that the period for Focussed Negotiations is complete.
- 4.2.3. The requirement to complete the period of Focussed Negotiations may be overridden in whole or in part by the TRA if: either Party notifies the TRA that they have reached an impasse that will not be overcome through further negotiations; or in circumstances where one Party can provide compelling evidence to the TRA that the other Party is obstructing or stalling the negotiations.
- 4.2.4. The requirement to complete the period of Focussed Negotiations may be overridden in whole by the TRA if the dispute was initially filed in accordance with any Fast Track Dispute Resolution Procedures and consequently referred to these Procedures by the TRA.

#### 4.3. Direct Filing

- 4.3.1. Either Party may submit a Direct Filing to the TRA if the matter has not been resolved through Focussed Negotiations.

#### 4.4. Direct Filing Structure and Form

- 4.4.1. Subject to any contrary instruction from the TRA, the format and structure for a Direct Filing is set out in Annex 1.

- 4.4.2. The Direct Filing shall be submitted to the TRA both electronically and in two paper copies, including annexes or attachments, of the full text and the Redacted text. It shall include at a minimum the following elements:
- (a) the specific Requests requested of the TRA, each to be supported by evidence contained within the Filing or its Annexes;
  - (b) documentary evidence of the history of the Focussed Negotiations, including dates of relevant meetings and relevant minutes and other related relevant correspondence demonstrating that the sixty (60) Day negotiating period was satisfied subject to the provisions of Article 4.2 and that adequate escalation, effort and Good Faith went into the negotiations;
  - (c) a description of the matter(s) which were resolved during the Focussed Negotiations, and therefore not be decided by the TRA;
  - (d) a description of the matter(s) which were not resolved during the Focussed Negotiations, and which will therefore be subject to Decisions by the TRA. If appropriate, the Direct Filing shall include a copy of the relevant version of the relevant agreement(s) or any relevant Regulatory Framework documents or other instruments, clearly identifying the relevant clauses;
  - (e) the position and arguments of the Referring Party concerning the unresolved matter(s), including evidence to support its position;
  - (f) if an Interim Decision is requested by the Referring Party, such a request shall comply with the conditions set out under these Procedures; and
  - (g) a statement by an Officer of the Referring Party attesting that the Referring Party has used its best efforts to resolve the Dispute in Good Faith.
- 4.4.3. Any Party submitting a Filing<sup>1</sup> that contains confidential information shall be required to submit two versions of its Filing to the TRA as follows:
- (a) a full copy of the Filing in Microsoft Word format with any confidential information clearly marked but not Redacted. The TRA will not share the Word document and will only use it for internal purposes, and
  - (b) a version to be exchanged, Redacted as appropriate, in Adobe PDF format. The TRA will exchange the PDF version in its entirety and

---

<sup>1</sup> The provisions of this sub-article apply to all Filings and not just the Direct Filing. See also Article 7 of these Procedures 4.4.4.3

shall not be responsible for the accuracy of any Redactions in the Adobe PDF document.

## **5. Organisation of the Dispute Resolution Procedures**

### **5.1. Acknowledgement of the Direct Filing**

- 5.2.1. The TRA will acknowledge receipt of a Direct Filing made to it within five (5) Days of receipt. This acknowledgement will indicate that the TRA has received the Direct Filing but should not be interpreted as an acceptance of the Case by the TRA.

### **5.2. Acceptance of the Case**

- 5.2.2. Within twenty (20) Days of receiving a Direct Filing, the TRA will endeavour to make a decision as to whether it will accept the Case either in whole or in part.
- 5.2.3. When reviewing the Direct Filing and determining whether it shall accept the Direct Filing, the TRA will consider:
  - i. whether the Direct Filing establishes that the Parties are in Dispute, and whether the subject of the Dispute falls within the scope of these Procedures;
  - ii. whether the Direct Filing has a statutory ground for referral; and
  - iii. whether it is appropriate for the TRA to handle the Dispute having regard to the history of the matter, and the conduct of the Parties prior to submission of the Direct Filing.
- 5.2.4. In the event the TRA identifies that the Direct Filing does not comply with the requirements (in terms of substance and/or form) as set out in these Procedures, the TRA will notify the Referring Party and allow the Referring Party to rectify the elements of the Direct Finding that did not comply with these Procedures. The Referring Party may: submit the amended Direct Filing within the timeframe that may be prescribed by the TRA; or notify the TRA that it Withdraws the Direct Filing.
- 5.2.5. In the event the TRA does not accept the Direct Filing, the TRA will provide its reasons for rejecting the Direct Filing.
- 5.2.6. Once the Direct Filing has been accepted by the TRA, in substance and form, the scope of the Dispute shall not be modified, unless approved or determined by the TRA.

### 5.3. Handling of the Case

- 5.3.1. Unless otherwise determined by the TRA, written submissions shall be the primary means by which the TRA receives arguments from the Parties.
- 5.3.2. The TRA shall review the Direct Filing and in so doing, may request additional information from the Referring Party. Requests for information shall be assigned a reasonable due date by the TRA.
- 5.3.3. The TRA shall forward a Redacted copy of the Direct Filing to the other Party (the Respondent). In doing so, the TRA may request a formal response from the Respondent, known as a Rebuttal Filing, including evidence to support the Respondent's position.
- 5.3.4. The Rebuttal Filings shall be assigned a due date by the TRA.
- 5.3.5. Unless otherwise instructed by the TRA, the Respondent shall structure and present its Rebuttal Filing in a format that is consistent with the format used in the Direct Filing.
- 5.3.6. The TRA shall review the Rebuttal Filing and in so doing, may request additional information from the Respondent. Requests for information shall be assigned a reasonable due date by the TRA.
- 5.3.7. Following a detailed analysis of the Direct Filing and the Rebuttal Filing, the TRA may take any or all of the following actions: request more information from the Parties; require Surebuttals; determine that any issue, in full or in part, shall be withdrawn from the scope of the Dispute; or appoint expert advisors to provide assistance to the TRA.
- 5.3.8. As a general principle, the Respondent will have a right to provide the final round of Filings. However, this may be overridden in cases such as: the issue of an Interim Decision; or the failure of a Respondent to make a Filing by the relevant due date.
- 5.3.9. As a general principle of transparency, and having regard to the provisions of sub-article 4.4.3, the TRA will generally exchange the full content of all Filings between the Parties.
- 5.3.10. The TRA may, if considered appropriate, issue a draft Decision to the Parties of a Case for final review. The draft Decision will contain a reasonable due date for potential responses and comments.
- 5.3.11. Requests from either Party for the TRA to extend any due date(s) assigned by the TRA must be submitted in writing and in advance of the

relevant due date by the requesting Party. Decisions on whether to accept a request for an extension to a due date will be made at the sole discretion of the TRA. In order to facilitate timely processing of the Case, requests to extend due dates shall not normally be granted, except under exceptional circumstances. Any information, which is provided after the due date, and where an extension has not been granted by the TRA, may not be taken into consideration by the TRA.

- 5.3.12. The TRA shall reject a request for an extension if in the opinion of the TRA, the request lacks sufficient justification, is capricious, or has been submitted with the intention of delaying the processing of the Case. When considering any request for an extension, the TRA will be mindful of the interests of all Parties and not just the Party submitting the request for extension. The TRA shall notify the requesting Party of its decision on whether the requested extension has been approved or denied.

#### 5.4. Settlement Process

- 5.4.1. At the initiative of the TRA, or following a request from the Parties to the Dispute, the TRA may convene a settlement negotiation period between the Parties prior to a Decision being issued. The TRA may in such instance:
- i. prescribe a fixed period of time that Parties to the Dispute are to be given to resolve matters in dispute;
  - ii. prescribe, in respect of each area of dispute, the specific issues that the Parties to the Dispute must attempt to resolve; and
  - iii. prescribe the procedural principles that are to guide the negotiations of those issues. Such principles may consist of a mediation approach or other relevant mechanisms.
- 5.4.2. The matters, which are resolved as an outcome of the settlement process, shall be set out in a binding Decision by the TRA. In all cases, the agreed upon matters must be in compliance with the Regulatory Framework in effect at the time.
- 5.4.3. If any disputed issues remain unresolved after a settlement process between the Parties, the TRA shall endeavour to deliver its Decision within 30 days of the Dispute reverting to the TRA.

## 6. Decisions

### 6.1. Decision

- 6.1.1. The TRA shall send the outcome of the resolution of the Dispute in the form of a Decision to the Parties to the Dispute. The TRA will endeavour to issue its decision within sixty (60) Days of receiving all relevant information.
- 6.1.2. If it considers it to be appropriate, the TRA may also publish the Decision, having regard to business confidentiality.

### 6.2. Interim Decision

- 6.2.1. The TRA may make an Interim Decision and in so doing, consider less information and require fewer inputs, and shorter response time(s) from the Party or Parties than it would do during a lengthier process, pending the outcome of further investigation.
- 6.2.2. If an Interim Decision is requested by the Referring Party, it shall clearly identify and set out the specific grounds supporting the request for the Interim Decision pending the resolution of the full Dispute, including a statement and quantification of the potential harm that may result if injunctive relief is not provided.
- 6.2.3. In order for a request for an Interim Decision to be considered by the TRA, all of the following points must be proven to the satisfaction of the TRA:
  - (a) the issue is urgent;
  - (b) the Referring Party is threatened with a disadvantage which would not be possible or feasible to redress if the situation or actions leading to this disadvantage were allowed to continue; and
  - (c) the damage to the Referring Party is seen to be more serious in weight than the potential harm to the Respondent.
- 6.2.4. The Respondent shall be given the opportunity to respond to the request for an Interim Decision within the timeframe prescribed by the TRA.
- 6.2.5. In deciding whether to issue an Interim Decision, the TRA may choose to consider any other relevant matters.
- 6.2.6. Unless otherwise stated by the TRA, the Interim Decision shall be effective throughout the Case until one of the following events occurs:

- (a) a Decision is made and takes effect;
- (b) the Interim Decision is revoked by the TRA either upon request by either of the Parties or at the TRA's discretion; or
- (c) the request for resolution of the Dispute is settled, withdrawn or terminated under the provisions set out under these Procedures.

6.2.7. Any denial by the TRA to grant a request for the provision of an Interim Decision shall be without prejudice to the main request for the resolution of a Dispute filed by the Referring Party.

### 6.3. Petition for Reconsideration and Reviewed Decision

- 6.3.1. After a Decision or notification of termination of a Case according to Article 6.6 is rendered by the TRA, either Party may submit a Petition for Reconsideration to the TRA within twenty (20) Days following the date of the Decision. If a Party submits a Petition for Reconsideration, the TRA shall provide a copy of the Petition for Reconsideration to the other Party to the Dispute.
- 6.3.2. A Party may within twenty (20) Days of being provided with a copy of the Petition for Reconsideration, file its opposition to a Petition for Reconsideration or make submissions in respect of the issues raised in the Petition for Reconsideration. A copy of any such submitted documents shall be provided to the Filing Party by the TRA.
- 6.3.3. The Petition for Reconsideration shall specify why the request is being made and the Filing Party shall ensure that such Petition for Reconsideration rests on facts and evidence that are sufficient to warrant such a procedure.
- 6.3.4. The decision on whether to reconsider any Decisions rests solely with the TRA.
- 6.3.5. Once the TRA has accepted a Petition for Reconsideration and following its review of the Case, the TRA may either maintain its Decision or issue a Reviewed Decision.
- 6.3.6. The TRA may at its discretion postpone or revise the Effective Date of the Decision pending the Reviewed Decision of the TRA. The postponement or revision of the Effective Date will be communicated in writing to the Parties.

### 6.4. Effective Date of Decisions

6.3.7. For all Decisions, including but not limited to procedural and administrative decisions pertaining to Disputes, Interim Decisions, Decisions and Reviewed Decisions:

- (a) in all cases, the Decision(s) of the TRA has immediate effect and is binding;
- (b) Decision(s) shall take effect on the day they are communicated in writing to the Parties, unless otherwise stated;
- (c) the provisions of a Decision may, if expressly stated in the Decision, and at the sole discretion of the TRA, apply Retrospectively; and
- (d) the issuance of an Interim Decision with or without a Retrospective effect does not exclude the possibility of a Retrospective effective date in the Decision.

#### 6.5. Withdrawing a Filing before a Decision

6.5.1 Subject to the consent of the TRA, the Referring Party may, after a case has been accepted, withdraw its Filing in whole or in part at any time before the TRA makes a Decision.

6.5.2 A Notice of Withdrawal must be made in writing to the TRA and copied to the Respondent. A withdrawal will take effect, only if and when, it is accepted in writing by the TRA. The TRA shall communicate its acceptance of the Withdrawal to both Parties.

#### 6.6. Terminating a Case before a Decision

6.6.1. The TRA may terminate a Dispute Resolution Case at any time without making a Decision, if it is satisfied that:

- (a) the referral of the Dispute was vexatious;
- (b) the subject matter of the Dispute is trivial, misconceived, lacking in substance or no longer relevant;
- (c) the Referring Party has not engaged in negotiations in Good Faith; or
- (d) the matter is best resolved by means other than the Dispute Resolution Procedures.

6.6.2. The TRA shall notify both Parties of its decision to terminate and give the grounds of its Termination.

## **7. Confidentiality**

- 7.1. When submitting a Filing to the TRA any confidential or commercially sensitive information shall be clearly marked as set out in Article 4.4.3.
- 7.2. Prior to the exchange of submissions, the TRA will review the confidential information marked in the documents provided by the Submitting Party in accordance with Article 4.4.3. and either:
- i. accept the information as confidential and proceed to exchange the redacted PDF version of the submission; or
  - ii. return the submission: for amendment to the Submitting Party, with a clear indication of the sections that the TRA considers as non-confidential and should not be Redacted and the reasons for the decision. The TRA will exchange the Redacted PDF version of the submission upon receipt of the amended version of the document from the Submitting Party.
- 7.3. A Party wishing the disclosure of a document or portions of a document which has been accepted as confidential or commercially sensitive by the TRA may file with the TRA:
- 7.3.1. a request for such disclosure setting out the reasons justifying the need for such disclosure; and
  - 7.3.2. any material in support of the reasons for the disclosure
- 7.4. The TRA shall decide if the information qualifies as confidential or commercially sensitive and may, request the Party requesting the Redaction of confidential text to provide a summary of the Redacted confidential text of the submission to enable the other Party to respond.

## **8. Behaviour of the Parties during the Dispute Resolution Procedures**

- 8.1. During the Dispute Resolution Procedures, all Parties shall:
- 8.1.1. act in a responsible manner that enables resolution of the Dispute within the shortest time possible; and
  - 8.1.2. provide upon request any additional information or documents as may be required by the TRA, ensuring that the information provided is accurate and complete and furnished in a timely manner.
- 8.2. During the Dispute Resolution Proceedings, any communications to the TRA by the Parties, whether substantive, procedural, oral or written, on any matter, which is at the time under referral to the TRA, shall be made solely in accordance with these Procedures. Any communication on any such matter

reaching the TRA other than in accordance with these Procedures shall be promptly disclosed by the TRA to the other Party concerned unless the TRA in its discretion determines that non-disclosure would not prejudice such other Party. Furthermore, such communication shall be ignored by the TRA when arriving at any Decision to be rendered by it on such referral.

- 8.3. Each Party shall continue to fulfil its lawful and regulatory obligations during the pendency of a Dispute pursuant to these Procedures and shall be obligated to continue negotiations in relation to those matters that are not in dispute between the Parties and meet all other obligations under the agreement and Regulatory Framework, as applicable. This includes negotiations or obligations related to the disputed issues but not within the scope of the Direct Filing.

## **9. Language**

At the discretion of the TRA, the language of the submissions of the Filings may be either English or Arabic.

## **10. Effective date**

These Procedures shall be effective from the date of issuance

## **ANNEX 1 – Format for Direct Filing Submission**

### **I. Submission Requirements**

A request for resolution of a Dispute shall be submitted to:

Telecommunications Regulatory Authority C/o Director General  
P O Box 26662  
Abu Dhabi, United Arab Emirates  
Tel: +971 2 6212222 Fax +971 2 6212227  
E-mail address; RAD@TRA.gov.ae

The Direct Filing shall be submitted to the TRA both electronically and in two paper copies, including annexes or attachments, of the full text and the Redacted text according to these procedures.

Section II following sets out the minimum required format for the Direct Filing, with additional italic notes to describe what information shall be contained in the various sections of the Filing.

## II. Presentation and Content of the Direct Filing

### Request for a Dispute Resolution In the Matter of a Dispute

#### Between

*<Name of Referring Party> of <Address of Referring Party>*

Contact: *<Name and Position of contact>*

Tel: *<contact's phone number>*; Fax: *<contact's fax number>*; Email: *<contact's email address>*

#### And

*<Name of Other Party> of <Address of Other Party>*

Contact: *<Name and Position of contact – if known>*

Tel: *<contact's phone number– if known >*; Fax: *<contact's fax number– if known>*;  
Email: *<contact's email address– if known>*

*<Name of Referring Party>* hereby requests the intervention of the TRA to resolve a Dispute between the two above referenced Parties.

#### Requests

The Referring Party requests the TRA to issue measures whereby:

1. The TRA orders -----.
2. The TRA orders -----.
3. The TRA orders interim relief for request number two (2) above.
4. If the TRA does not order one or more of the above requests, then the TRA shall order whatever other measures it considers appropriate.

#### Table of Contents

*<Insert comprehensive and numbered table of contents, including reference to Annexes. The Referring Party's Filing and the Annexes shall have a page number on each page and the table of contents shall reflect the pages at which each heading can be found.>*

#### Section A – Summary of the Dispute

< A summary of the Dispute, usually not longer than two A4 pages >

## **Section B – Fulfillment of Conditions to File a Direct Filing**

*<This Section shall demonstrate that the Referring Party has fulfilled all the conditions set out in the Dispute Resolution Procedures to request a Decision by the TRA. This notably relates to the requirements concerning the negotiation period, underpinned by a Negotiation Notification and any other relevant elements.>*

## **Section C – Overview of the Dispute, Requests and Justification**

### **C.1. History of Negotiations**

*<This Section shall include:*

- 1. A description of any negotiations which have taken place between the Parties; or, in the event that a Party has refused to enter into negotiations, evidence to demonstrate the reasonable steps taken to engage the other Party in productive negotiations.*
- 2. Details of the steps taken to resolve all of the issues which are in Dispute.*
- 3. An explanation of why an agreement could not be reached.*
- 4. Relevant documentary evidence of negotiations, covering the period of negotiation, including dates of negotiation meetings and minutes, other related correspondence, notes of telephone calls and a chronological summary of the events.*
- 5. Details of any options or proposed solutions put forward by any Party during negotiations, including what, if anything, was accepted, what was rejected and why>*

### **C.2. Issues Agreed during Negotiation and Not in Dispute**

*<The Referring Party shall clearly set out which issues have been resolved during the negotiating process>*

### **C.3. Detailed Overview of Issues in Dispute and Requested Requests**

*<This Section shall comprise a full statement of the scope of the Dispute and must be consistent with the list of Requests requested from the TRA.*

*It shall thus notably identify clearly the following for each issue in Dispute:>*

*C.3.1. Issue A : <name describing the first issue in Dispute>*

*(a) Description*

*< A detailed explanation of the unresolved matter>*

*(b) Position of Referring Party*

*< The Party's position concerning the unresolved matter(s), including evidence to support this position>*

*(c) Damage to Referring Party*

*<Detailed description of actual or potential damage in case the issue in Dispute is not solved. This shall, if appropriate, also include full details of the relevant products or services affected by the Dispute.*

*(d) Detailed Requests and Justification*

*<Details of the way in which the Referring Party wishes to have the Dispute resolved (i.e. the Requests imposed on the other Party), including an explanation as to why the TRA should reach this outcome, for example: full details, including an accurate technical description of a requested product or service; or the setting of a charge at a particular level including justification for this level. It may be prudent to include alternative petitions in case the TRA does not decide in favor of primary petitions>*

*<In the event the Referring Party is requesting Interim Decisions from the TRA, such Requests shall be stated as set out below and comply with the requirements of the Dispute Resolution Procedures>.*

*<As many headings as there are Issues in Dispute shall be included, each time subdividing the heading as set out above>*

#### C.4 Request for Interim Decisions

*<In the event the Referring Party is requesting Interim Decisions from the TRA, such Requests shall clearly identify and set forth the specific grounds supporting the request for interim relief pending the resolution of the Dispute, including a statement of the potential harm that may result if interim relief is not provided. In addition to rationale and evidence to support the Request for an Interim Decision, the Referring Party must prove all of the following conditions:*

- 1. That the issue is urgent, and*
- 2. that the Referring Party is threatened with a disadvantage which would be either not possible or feasible to redress if the situation or actions leading to this disadvantage were allowed to continue, and*
- 3. that the damage to the Referring Party is seen to be more serious in weight than the potential harm to the Respondent>*

#### **Section D – Legal Basis of the Dispute**

*<This Section shall set out the legal grounds the Direct Filing rests on.*

*It shall include, possibly in the form of Annexes, if appropriate, a copy of the relevant version of the contract, Regulatory Framework or other instruments, clearly identifying the relevant clauses and the reasons supporting the Party's Position in the Dispute>*

#### **Section E – Justification for Request to Introduce a Redacted Version of the Filing**

*<This Section must indicate why a separate Redacted version was submitted, i.e. the Referring Party must justify why each of the noted elements of its submission are confidential or commercially sensitive and to be withheld from the other Party and the public domain, if applicable. The TRA will determine the appropriateness of treating each element as confidential. Blanket statements covering entire documents, for example, will not be accepted>*

## **Section F – Declaration by an Officer of the Company**

*<Before making this submission to the TRA, a person within the company making the Filing who is so entrusted, shall sign the following statement:>*

To the best of my knowledge and belief, [company name] has used its best efforts to resolve this Dispute through good faith negotiation. Furthermore, the information contained herein is, to the best of my knowledge and belief, complete and accurate.

Signed:

Position in the Company:

Date:

**ANNEX 2 – Guidance format for Decision**  
***(Interim Decisions, Decisions, Reviewed Decision)***

***Background***

Information on submissions of the Parties, hereunder the specific request in the Direct Filing; acknowledgement of Direct Filing; the acceptance/rejection of the case entirely/partially and reason.

***Finding of facts***

Analysis of Parties' submissions and the relevant facts of the case as obtained from submissions and from the TRA's further investigation and analysis.

***Law/regulations***

Citation, interpretation of relevant laws and regulations, and analysis of how it applies to the facts of the case.

***Decision***

Decision of the case on the basis of the facts and the Telecommunications Law and Regulatory Framework. Specification and justification of the remedies, including a description of why they are the most appropriate solutions in this case.

***Right to file a Petition for Reconsideration***

Reference to the provisions of the Dispute Resolution Procedures about the right to file a Petition for Reconsideration.