

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TELECOMMUNICATIONS REGULATORY AUTHORITY IN THE  
SULTANATE OF OMAN  
AND  
THE INTERNATIONAL TELECOMMUNICATION UNION  
TO  
ASSIST THE INTERNATIONAL TELECOMMUNICATION UNION IN  
PERFORMING MEASUREMENTS RELATED TO CASES OF HARMFUL  
INTERFERENCE TO SPACE SERVICES**

This Memorandum of Understanding is entered between:

1. **The Telecommunication Regulatory Authority of the Sultanate of Oman**, which is a national government entity established by the Telecommunications Regulatory Law promulgated by Royal Decree 30/2002 **herein after referred to as the "TRA"**. The TRA aims to regulate the telecommunications and postal services sectors by translating government policies into regulations, rules and guidelines and ensuring their enforcement and compliance to enable competitive and sustainable supply of services in order to facilitate access and safeguard the interest of users with respect to price and quality.
  
2. **The International Telecommunication Union (ITU)** which is the United Nations specialized agency for information and communication technologies **herein after referred to as the "ITU"** which coordinates efforts to eliminate harmful interference between radio stations of different countries.

Based on Paragraph 12 of the Constitution of ITU, which stipulates, in particular, that the ITU shall "coordinate efforts to eliminate harmful interference between radio stations of different countries";

Stemming from the objectives of the ITU Radio Regulations (Nos. 0.7 and 0.8) inter alia "to ensure the availability and protection from harmful interference of the frequencies provided for distress and safety purposes" and "to assist in the prevention and resolution of cases of harmful interference between the radio services of different administrations";

Recalling that the Radio Regulations (No. 15.28) stipulate, in particular, that administrations undertake to act immediately when their attention is drawn to harmful interference on frequencies used for distress and safety and frequencies used for the safety and regularity of flight;



Recalling that the Radio Regulations (No. 0.3) are founded on the principle that radio frequencies and any associated orbits, including the geostationary-satellite orbit, are limited natural resources to be used rationally, efficiently and economically;

Recalling that "to help ensure efficient and economical use of the radio-frequency spectrum and to help in the prompt elimination of harmful interference, administrations agree to continue the development of monitoring facilities and, to the extent practicable, to cooperate in the continued development of the international monitoring system" (No. 16.1 of the Radio Regulations);

Recalling that "The international rights and obligations of administrations in respect of their own and other administrations' frequency assignments shall be derived from the recording of those assignments in the Master International Frequency Register... " (No. 8.1 of the Radio Regulations);

Recalling that the Radiocommunication Bureau "...shall be solely responsible for maintenance of the Master Register..." (No. 13.4 of the Radio Regulations);

Recalling that "Administrations shall, as far as they consider practicable, conduct such monitoring as may be requested of them by other administrations or by the Bureau" (No. 16.5 of the Radio Regulations);

Recalling that the Radio Regulations (No. 17.2) contain provisions relating to the prohibition and prevention of "the unauthorized interception of radiocommunications not intended for general use of the public";

Recalling that the Radio Regulations (No. 17.3) contain provisions relating to the prohibition and prevention of "the divulgence of the contents, simple disclosure of the existence, publication or any other use whatever, without authorization of information of any nature whatever obtained by the interception of the radiocommunications mentioned in No. 17.2"; and

Noting the desire and the ability of concerned administrations to assist ITU, through monitoring stations located within their jurisdiction, in ensuring compliance with the provisions cited above;

The Parties have agreed on the following:

## **Article 1** **Definitions**

The following terms shall have the meanings set forth below:

1. Station: The space radio monitoring station located in Muscat.
2. Operator: Entity responsible for the monitoring measurement.
3. Task Reference Number: A unique task number, to be provided by the station carrying out the task at the request of ITU.



## **Article 2**

### **Objectives**

1. The objective of this Memorandum is to establish the framework for the assistance provided to the ITU by the TRA by means of its Station<sup>1</sup>.
2. This Memorandum includes the following tasks:
  - a. A protocol dealing with assistance in the resolution of cases of harmful interference leading to a prompt resolution of the interference pursuant to Article 15 and paragraph No. 13.2 of the Radio Regulations, as appropriate. This protocol is contained in Annex 1 to this Memorandum.
  - b. A protocol dealing with requests by the ITU for the provision of measurements in cases of reported interference resulting out of coordination issues according to paragraph No.11.41 of the Radio Regulations. This protocol is contained in Annex 1 to this Memorandum.

## **Article 3**

### **Placing orders of Monitoring Requests**

1. In cases where the assistance is requested under paragraph Nos. 13.2 or 15.42 of the Radio Regulations, the ITU can place orders via electronic mail to the Station, in line with the tasks described in Article 2, with a copy sent to the TRA.
2. The Station will confirm promptly to the ITU via electronic mail the receipt of the order specifying the Tasks Reference Number and the expected commencement and duration of the Task.

## **Article 4**

### **Execution of Monitoring Requests**

For the execution of monitoring requests, the following rules shall apply regarding priority:

1. Requests by the ITU for measurements will be classed as priority 1 or 2 and within each class, priority will be processed in order of receipt;
2. Requests pertaining to cases of harmful interference involving distress and safety of life services and frequencies used for the safety and regularity of flights in the aeronautical service, will be classed as priority 1;
3. All other requests will be classed as priority 2.
4. The Station will prepare a final report and send it to the ITU.

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<sup>1</sup>Monitoring stations operated by an administration or, in accordance with an authorization granted by the appropriate administration, by a public or private enterprise, by a common monitoring service established by two or more countries, or by an international organization (No. 16.2 of the ITU Radio Regulations).

## **Article 5**

### **Contact**

1. Each Party will designate a focal point for coordination of all actions deemed necessary for due implementation of this Memorandum;
2. The initial contact with the TRA and the Operator will be established by the ITU.
3. Regarding requests for assistance on cases of harmful interference, once initial contact has been established in accordance with paragraph 2 of this Article, and subject to prior authorization by the TRA who is responsible for the monitoring station facilities, information may be exchanged directly between the Station and the satellite operator whose services are receiving harmful interference.
4. Annex 2 contains a list of all the relevant contacts

## **Article 6**

### **Right to Refrain**

The TRA may refrain from performing the requested tasks.

## **Article 7**

### **Priority of Internal Tasks**

In case of urgency, the TRA's internal tasks will have the priority. In such a case, the Operator will promptly inform the ITU.

## **Article 8**

### **Settlement of Disputes**

Any dispute arising from or relating to Memorandum and its annexes shall be resolved amicably by direct negotiations between the Parties or by such other means as the Parties agree in writing.

## **Article 9**

### **Duration, Termination and Modification**

1. This Memorandum is valid and effective for an indefinite period. It may, however, be terminated on the initiative of either Party by giving the other Party a three-month prior written notice.
2. In the event of termination, the necessary measures shall be taken by the Parties to ensure that such termination is not prejudicial to ongoing tasks undertaken within the framework of this Memorandum.
3. This Memorandum may be modified by mutual written agreement by the Parties and shall enter into effect on the date of its signature. Any such modification shall become an integral part of this Memorandum. Each Party will give full and sympathetic consideration to any proposal of modification made by the other Party.



**Article 10**  
**Privileges, Immunities and Facilities**

1. The ITU is an intergovernmental organization and a United Nations specialized agency and, as such, enjoys the privileges, immunities and facilities derived from this status, as recognized by the applicable international agreements and by relevant laws in the Sultanate of Oman.
2. Nothing in or resulting from this Memorandum shall be deemed a waiver, express or implied, of any of the privileges, immunities or facilities of the ITU.

**Article 11**  
**Entire Agreement**

1. This Memorandum, together with any and all of its annexes, represents the sole agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, communications, negotiations or other arrangements, whether written or oral, between the Parties with respect to this subject matter.
2. Any and all annexes attached to this Memorandum shall form an integral part hereof. In the event of any conflict or discrepancy between this Memorandum, on the one hand, and any of its annexes, on the other hand, the terms and conditions of this Memorandum shall govern.

**Article 12**  
**Entry into Force**

This Memorandum enters into force on the date on which it is signed by both Parties.

This Memorandum was signed in Geneva on 29/07/2022 corresponding to \_\_\_\_\_ in two originals in the Arabic and English languages, all texts being equally authentic.

For the  
Telecommunications Regulatory Authority  
of the Sultanate of Oman



Omar Hamdan Al-Ismaili  
Executive President

For the  
International Telecommunication Union



Mario Maniewicz  
Director  
Radiocommunication Bureau

**ANNEX 1: PROTOCOL FOR REPORTING AND HANDLING CASES OF  
HARMFUL INTERFERENCE  
(PRIORITY 1 AND 2)**

For reporting and handling cases of harmful interference, full particulars will be provided using the information and procedures contained in Report ITU-R SM.2181\* on the Use of Appendix 10 of the Radio Regulations including geolocation information.

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\*Report ITU-R SM.2181 is available online at: <http://www.itu.int/pub/R-REP-SM.2181>.



## ANNEX 2: LIST OF CONTACTS

Telecommunication Regulatory Authority Radio Spectrum Sector P.O. Box 3555, P.C. 111, Seeb Muscat, Sultanate of Oman	Tel: +968 24 2222 40 / 24 2222 48 Fax: +968 24 2222 35 E-mail: alsawafi@tra.gov.om almoatasim@tra.gov.om
ITU Radiocommunication Bureau CH-1211 Geneva 20 Switzerland	E-mail: Space.monitoring@itu.int brmail@itu.int Phone: +41 22 730 5536
Space Radio Monitoring Station Governorate of Muscat, Al-Ansab Heights Sultanate of Oman	Tel: +968 24 2222 56/24222274 Fax: +968 24 2222 75 E-mail: srms@tra.gov.om saleh.hadrami@tra.gov.om