Communications Regulatory Authority State of Qatar

هيئة تنظيم الاتصالات دولة قطر

CONFIDENTIAL

Cloud Data Interoperability and Data Portability Regulations

Consultation Response

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1. INTRODUCTION

The Cloud Policy Framework ("Framework"), which was issued in June 2022 and is approved by the Cabinet as a national policy, is part of the Strategic Plan 2020-2024 of the Communications Regulatory Authority ("CRA") and supports the objectives of the Qatar National Vision 2030, as well as the Qatar National Second Development Strategy, to establish Qatar as a leading digital hub in the Middle East.

Recognising that interoperability of cloud services is key to the development of a successful cloud industry, a key legal and regulatory requirement identified in the Cloud Policy Framework is that cloud service providers should guarantee portability.

To this end, the CRA has prepared Data Interoperability and Data Portability Regulations ("the Regulations").

On 3 March 2024, the CRA put these Regulations out for consultation. The consultation invited Stakeholders and other interested parties to provide justified views and comments related to the proposed Regulations.

Three responses were received (from Google, Microsoft and Ooredoo). This document summarizes the stakeholders' comments and sets out the CRA's final position on each of the matters it consulted on, taking the stakeholders' feedback into consideration. In doing so, it focuses on elements where stakeholders provided suggestions or asked for modifications to the draft Regulations.

2. STAKEHOLDER COMMENTS

2.1 Google

SR	Article	Stakeholder comments	CRA response
2.1.1	6.2	Google generally recommended that the proposed Regulations should explicitly state that they are without prejudice to Qatari laws on the protection of personal data and privacy, and that Law No. 13 of 2016 Concerning Personal Data Privacy Protection be a reference point for privacy considerations.	There is not a lack of consideration regarding data privacy. Wording that the regulations are without prejudice to Law No 13 of 2016 is not necessary. We note, for example, that Qatar's privacy law does (unlike the GDPR) give a data subject the right to portability of their personal data
2.1.2	6.2.a.i	Google recommended fine-tuning the scope of "reasonable assistance" to "reasonable assistance within the CSP's capacity" to ensure the CSP's compliance and efficiency in Switching.	The requested fine tuning is not necessary. What is "reasonable" assistance should take into consideration the CSPs capacity.
2.1.3	6.2.b	Regarding the responsibility of the CSP, Google recommended fine-tuning the scope of "support" to "support within the CSP's capacity" to ensure the CSP's compliance and efficiency in Switching.	To be consistent with Art.5.2(a)(ii) this has been changed to "reasonably support"
2.1.4	6.2.c.ii	To ensure consumer protection, Google recommended fine-tuning "where the Customer does not wish to Switch but to erase its Exportable Data and Digital Assets upon service termination" by adding "where it's explicitly agreed upon between the customer and the cloud service provider".	This is agreed.
2.1.5	6.2.f	Considering that certain exemptions of Exportable data porting can cause delays in Switching, Google requested for more detailed guidance on how CSPs should proceed if such exemptions lead to delays in the switching process.	CSPs right to protect trade secret's is recognized by allowing them to specify the categories of data specific to the CSPs internal functioning that are to be exempted from the Exportable Data. However, the concern is that such specification should not be abused to impede or delay Switching without proper

			justification. It is for the CSP to give that justification. The scope of exportable data should include, at a minimum, input and output data, including metadata, directly or indirectly generated, or cogenerated, by the customer's use of the data processing service, excluding any assets or data of the provider of data processing services or a third party. The exportable data should exclude any assets or data of the provider of data processing services or of the third party that are protected by intellectual property rights or constituting trade secrets of that provider or of that third party, or data related to the integrity and security of the service, the export of which will expose the providers of data processing services to cybersecurity vulnerabilities. Those exemptions should not impede or delay the switching process.
2.1.6	7.1	To enhance clarity for stakeholders, Google recommended that the Regulation explicitly emphasizes the importance of transparency and accessibility in data management and interoperability tools. Additionally, they believe that an annex defining key terms and providing examples could significantly aid in understanding and applying these requirements more effectively.	The very point of Article 7.1 is to emphasize transparency (similar to Article 33 of the EU Data Act). An annex is not appropriate for the Regulations
2.1.7	7.2	Google believes that defining a restricted list of approved and/or prohibited practices may be restrictive and could hinder	Article 7.2 was drafted specifically not to be "closed" so as to risk restrictive and risk hindering innovation. It has been updated to provide that compliance with international standards produced

		innovation and the rapid adoption of newer, market-relevant best practices. They recommended incorporating a process or measure in the Draft Regulation that allows industry actors to participate in the recognition of relevant standards, such as regular launching of public consultations. For instance, Google has attested to several international standards pertaining to interoperability and compatibility including, • CSA STAR V4, • NIST Publications (800-53, 800-171, 800-34), • ISO Standards (27701, 27110, 22301, 27018, 27017, 27001, 9001), • SWIPO Data Portability Codes of Conduct for Infrastructure as a Service (IaaS) and Software as a Service (SaaS). They also stated that they "would also be keen to see more standards to be recognised immediately and a clearer mechanism for them to be recognised among the Qatari market."	by organisations recognised by the Authority as well as standards specifically identified by the Authority is presumed to be in conformity but does not limit such compliance as being the only means of conformity. The Authority is to to undergo a consultative process in terms of identifying specific standards and gives a 12 month timeline for adoption of any identified standards.
2.1.8	8.1.h	Google recommended incorporating a mechanism in the Draft Regulation that allows different Government Entities to participate in the recognition of relevant standards moving forward.	Article 8.1.h as drafted provides for every Government Entity that is procuring Cloud Services, to considered participating the development and implementation of Interoperability specifications and standards for Cloud Services and contribute to the exchange of best practices and feedback.

2.2 Microsoft

SR	Article	SPs comments	CRA response
2.2.1	1	Microsoft recommended that the definitions in the final regulations be aligned with the definitions and descriptions in ISO/IEC 22123 and the EU Data Act. Specifically, they highlighted that: The definition of 'Cloud Computing Service' is materially different to that of 'Data Processing Services' in the EU Data Act (and the EU Data Act definition is more aligned with ISO/IEC 22123), which gives rise to the possibility that a regulated cloud service in the EU may not be regulated in Qatar and vice versa. The definition of "Cloud Service Provider" references the various entities that may be customers of the CSPs, namely 'individuals, businesses and government,' and these categories should be expressly referenced in the definition of "Customer." "Interoperability" in the Draft Regulations means the' ability of two or more communication networks, systems, products, applications, or components to exchange and use Data to perform their functions. 'In the Data Act it has a broader meaning, referencing 'networks' and not just 'communication networks.'	The definition of Cloud Service" used in the regulation is based an earlier definition of 'Data Processing Service" in the draft EU Data Act. For consistency it has been updated to: "*Cloud Service" means a digital service that is provided to a customer and that enables ubiquitous and on-demand network access to a shared pool of configurable, scalable and elastic computing resources of a centralised, distributed or highly distributed nature that can be rapidly provisioned and released with minimal management effort or service provider interaction.* References the various entities that may be customers of the CSPs, namely 'individuals, businesses and government,' do not need to be expressly referenced in the definition of "Customer. They already are covered as natural or legal persons. The definition of "Interoperability" in the final version of the EU Data Act refers to communication networks.

2.2.2	2(1)	'Could' should be changed to 'Cloud' in Article 2(1).	Done.
2.2.3	2.2(a)	Microsoft stated that "this Article states that the Draft Regulations require minimum contractual commitments for *interoperability*, which is incorrect as they only require minimum contractual commitments for *portability*." They recommended the reference to interoperability here be deleted.	The reference to interoperability here has been deleted.
2.2.4	2.2(b)	Microsoft highlighted that, to them, "'interoperability by design" means that cloud-based services, within the scope of the Draft Regulations, should be developed to address and to incorporate interoperability considerations throughout the service design and development process; it means identifying and addressing effectively potential barriers to interoperability in a sustainable way." Microsoft voiced their concerns that the Draft Regulations "do not recognise that there are limitations to the efforts that CSPs can carry out in this regard to their services, as it would be impossible to anticipate or know about all the possible destinations for the data to be shared." They believe that the Draft Regulations would benefit from the inclusion of more detail as to what is meant by this requirement, drawing on the "International Standard ISO/IEC 19941 entitled "Information Technology – Cloud computing – Interoperability and portability". Microsoft recommended that the CRA take this point into account when finalising the minimum requirements for interoperability	Article 2.2(b) has been redrafted to '"provide for essential requirements to be complied with to facilitate Interoperability of Data." Article 7.1 is consistent with Article 33 of the EU Data Act. The fact that Microsoft considers that the Regulations should draw on International Standard ISO/IEC regarding the requirements for interoperability is unnecessary as that is a standard of an organisation that is recognized by the Authority in Article 7.2(a). However, the limitations that Microsoft raises with respect to the efforts that CSPs can carry out in this regard to their services, as it would be impossible to anticipate or know about all the possible destinations for the data to be shared, is noted and is a point that the

		outlined in Article 7.1, and when developing accepted standards.	Authority should consider when determining what standards it will identify from time to time under Article 7.2(b).
2.2.5	4	'The Draft Regulation is stated to apply to Cloud Services provided to Customers in the State by a Cloud Service Provider….' To ensure CSPs can comply with this, Microsoft believes that it would be helpful to outline in more detail how this location test should be applied in practice. They stated that it "is unclear, in its current form, for example, whether a customer visiting Qatar for a short time, such as on a tourist visa for a few days, would be considered as located in the State. We would assume that it is not the intention of the CRA to apply the test on that basis. However, there is a need for further clarification on how the location test is applied in practice." Additionally, Microsoft pointed out that if a CSP is based in Qatar and provides services from there to a foreign company, it is important to determine if their services fall within the scope of the regulation. To provide clarity, Microsoft recommended that the Draft Regulation includes explicit guidelines or criteria to determine the location of a Customer and the CSP's services. These guidelines could address scenarios like temporary visits, foreign company interactions, foreign government delegations, and other potential complexities related to determining the location of both the Customer and the CSP.	As drafted the scope applies Cloud Services provided to Customers in the State by a Cloud Service Provider. This is consistent with article 4 of Emiri Resolution No. 42 of 2014, on Establishing the Communications Regulatory Authority 42/2014 which provides that the Authority shall regulate the ICT , postal services and digital media access sector in order to help provide advanced and reliable communication services throughout the country and may, for this purpose, practice all the necessary powers. The critical aspect of the scope is the customers in Qatar

2.2.6	6	Microsoft believes that the Draft Regulations should include appropriate mechanisms that recognise that all stakeholders, data holders and customers alike, have interests and obligations in respect of the data to be transferred, as well as achieving data portability. They believe that in doing so, the CRA would encourage a healthy approach to portability by focusing on well-documented, built-in technical capabilities in relevant CSP products and services, such as open APIs, adequate security measures, common data formats and guidance on data semantics where practical, data portability tools, clear policies and procedures, as well as requiring CSP staff to undergo appropriate training. Microsoft are concerned that if these practical measures are not addressed, that non-compliance by CSPs would result. Moreover, it may create a less competitive market for cloud services, as implementing data portability mechanisms could become excessively costly for smaller/niche CSPs. Microsoft suggested that the following concerns be considered when outlining data portability requirements and recommends that (where applicable) due regard is given to the practical concerns regarding these topics reflected in ISO 19941 when considering the approach to take in the final regulations, including the mandatory contract terms: • sometimes the CSP will have a proprietary interest in the data described in the Draft Regulations; • the data dealt with in the Draft Regulations may also need to be managed with in a manner that complies with CSPs' data protection/privacy obligations;	Article 6 reflects Article 25 (Contractual terms concerning switching) of the EU Data Act. The intent is to removed obstacles to switching cloud services in Qatar consistent with international best practices. Principally the focus is where data is generated solely by the customer that uses the services of the CSP to store its data. Cloud service contracts usually contain elements of service, leasing and storage contracts to different degrees, depending on the concrete agreement. Where the CSP simply stores the customer's data, the parallels to traditional contracts for the storage of tangible goods are appropriate . The customer 'hands over' data to the CSP with the mutual intention of the parties to ultimately have the data returned to the customer. Under traditional storage contracts, the client may request the return of the stored item from the storer at any time even if the contractual storage period has not yet ended. Of course, the agreed price for

		• Portability requirements should not result in costs that are prohibitively high for the CSP – almost any portability is possible, if Customers will pay for it, but the complexity of achieving isolation of the data to be ported may mean it is not financially viable for CSPs in some cases; • Outline clear requirements for import and export data formats while allowing CSPs to use a wide range of industry standard formats – without this, a dataset from one CSP will be meaningless or very hard to use in the manner intended when imported into the infrastructure of the new CSP, and there should be clarity for both CSPs and Customers on what's required in terms of data formats; • To facilitate portability in cloud applications, data must be sent from the application of one CSP to another, and we recommend that the Draft Regulations take account of the particularities of applications used by CSPs to meet the portability requirements, considering factors such as effort, cost and risk in adjusting target environments, in other cases large amounts of data should be moved physically on high capacity drives; • The Draft Regulations will apply to a wide range of Cloud Services and must take due account of the various types of services that are in scope. For example, application capabilities type of services do not allow for porting applications, as these services do not offer infrastructure or platform capabilities to support	the storage has to be paid in full. Furthermore, the storer may not use the stored items and has to return them at the end of the contract period or upon termination of the contract. The legitimate interests of a customer do not differ from those of a customer in a traditional storage contract. Consequently, the main practical concern is that at any time should the customer be allowed to retrieve the data that was provided to the CSP.

		applications, so there is no way to port application code; and • Acknowledgment of other applicable laws affecting portability (e.g. in the areas of data locality, data protection and privacy, data security, intellectual property (including trade secrets), consumer protection and sector specific requirements) and that compliance with the Draft Regulations will not adversely affect or impede the ability to comply with other applicable laws. In some jurisdictions it has been helpful for the law on data portability to expressly acknowledge that these laws continue to apply, and that the portability requirements must be carried out in a manner that is consistent with these laws. This allows a CSP to take due account of these other laws when designing its portability arrangements. It also reduces the likelihood of various CSPs and / or their customers disputing with each other on what approach should be taken to these other laws in the context of the Draft Regulations. In outlining requirements for interoperability and portability, Microsoft suggested referring to Eclipse Dataspace Components | projects.eclipse.org which is "an open-source project for business-to-business sharing of data, based on sovereignty requirements such as multi-cloud and sovereign identity management. It is itself portable – an example for how cloud native technologies can be used to build portable workloads that can run on any cloud or even on-premises. It supports cloud interoperability as well." This project in their view is a good example of how interoperability	

		and portability (for both code and data) can be supported in the cloud environment in a manner that is collaborative, and it works for all users.	
2.2.7	6(2)(b)	Microsoft noted that the current obligation for CSPs to support the Customer's exit strategy regarding contracted services, including the provision of all relevant information, is vague and fails to adequately consider the diverse business realities faced by CSPs with various types of customers. They believe that without a clear requirement outlining what this "support" should entail, disputes and differences of opinion will arise regarding the expectations placed on CSPs. Additionally, they noted that the lack of clarity regarding what is encapsulated in the phrase of "all relevant information" would make it challenging for CSPs to comply with this obligation. To address these concerns, Microsoft recommended supplementing this obligation with more detail, and considering the difficulties in requiring CSPs to assist with exit strategies when dealing with a wide range of customers. This approach, in their view, promotes transparency, and clarity, reducing potential disputes and ensuring that CSPs can effectively meet the needs of their customers during the exit process. Our comments above (see previous section) on the considerations to be taken into account by the CRA when outlining requirements for portability are also relevant here.	Article 6(2)(b) reflects Article 25 (2)(b) of the EU Data Act. The commentary to that Act provides that information to be provided by CSPs to the customer to support the customer's exit strategy should include procedures for initiating switching from the data processing service; the machine-readable data formats to which the user's data can be exported; the tools intended to export data, including open interfaces as well as information on compatibility with harmonised standards or common specifications based on open interoperability specifications; information on known technical restrictions and limitations that could have an impact on the switching process; and the estimated time necessary to complete the switching process.

2.2.8	6(2)(f)	Microsoft noted that "the Article appears to suggest that there is some doubt over such exemptions if they hinder or cause any delay in the Switching process. This seems to suggest that even a minor delay or impediment to Switching could cause trade secrets to become unprotected and disclosable. In reality, when a customer request Switching, there should always be a right to protect trade secrets, IP and other proprietary rights, sensitive security information, and confidential information of the CSP, and to exclude them from the Switching process. This protection naturally requires time to achieve and may impede, delay, or restrict the Switching process. It is recommended that this issue be explicitly acknowledged and addressed." The current definition of Exportable Data excludes assets or data that are protected by intellectual property rights, which is welcome, as otherwise CSPs would find it difficult to comply. The EU Data Act carefully considers the balancing of interests of right holders with those of the cloud customer base, and we encourage that this be considered both here and as a general point when considering amendments to be made to the Draft Regulations. This would facilitate CSP compliance, as it would recognise the importance of protecting intellectual property rights and trade secrets for CSPs (as the Data Act does). It would also avoid stifling competition, as this would involve balancing interests of smaller players in the market against those of customers (e.g. in considering compliance with obligations on Switching). We have suggested that, to keep in step with global best practice, it would be best for the definitions here to be based on ISO/IEC 22123. We recommend that Article 6(2)(f) be	Article 6(2)(f) reflects Article 25 (2)(f) of the EU Data Act. Please cross reference with Google's comments at 2.1.5 above.

		updated so that exemptions cover trade secrets, assets or Data protected by intellectual property rights, or disclosure where a breach of applicable law would occur.	
2.2.9	6(2)(h)	Microsoft believe that a mandatory contractual term for guaranteed full erasure of '…Exportable Data and Digital Assets generated directly by the Customer or relating to the Customer directly…' will pose difficulties for CSPs in practice. They noted that CSPs are subject to numerous data laws requiring retention of data and content for specified periods of time. Examples of such circumstances are retention of data or information when required to do so for the purposes of criminal and terrorist investigations or to comply with court orders or directions from regulators. They believe that it is also problematic that the erasure obligation could be read to extend to data relating to the Customer but actually associated with or hosted in a different Customer's account or service, which we do not think was intentional. We have commented elsewhere in our responses that to facilitate compliance by CSPs in practice, it would be best to acknowledge that compliance with the Draft Regulations will not adversely affect compliance with other applicable laws.	Article 6(2)(f) reflects Article 25 (2)(f) of the EU Data Act. While returning a tangible item ensures that it cannot be used by the storer, data, due to its nature, could be copied before it is returned. Consequently, the functionally equivalent rule for cloud service contracts must be that after the contract has lapsed or is terminated, the CSP has to erase all data provided by the customer and is not allowed to retain any copies of it - unless expressly required by other laws. Article 6(2)(f) has been amended to reflect this.

2.2.10	7	Microsoft welcomed the introduction of common interoperability standards to be met by all CSPs. They have concerns, however, that this provision is too general in nature, which may lead to CSPs interpreting this provision in different ways, and so the provision may fail in its objective of facilitating interoperability. Microsoft suggested that the following concerns be considered when outlining interoperability standards, and recommends that (where applicable) due regard is given to the practical concerns regarding these topics in ISO 19941 when considering the approach to take in the final regulations: • The many different types of Cloud Services, and recognition of challenges of interoperability between Cloud Services; • Challenges presented in the practical implementation of interoperability, such as with data semantics, interfaces of CSPs and the smooth migration of data when porting; • Recognising the need for Customers' processes and activities to be aligned with CSPs' processes and activities (to avoid Cloud Services' features not meeting Customers' expectations); • Acknowledgment of other applicable laws affecting interoperability (e.g. in the areas of data location, data protection and privacy, data security, intellectual property, trade secrets, consumer protection and sector specific requirements) and that compliance with the Draft Regulations will not adversely affect compliance with other applicable laws. In some jurisdictions it has	Article 7 reflects Article 33 (Essential requirements regarding interoperability of data, of data sharing mechanisms and services) of the EU Data Act. The fact that Microsoft considers that the Regulations should draw on International Standard ISO/IEC regarding the requirements for interoperability is unnecessary as that standard is comes within Article 7.2(a).

		been helpful for the law on data interoperability to expressly acknowledge that these laws continue to apply, and that the interoperability requirements must be carried out in a manner that is consistent with these laws. This allows a CSP to take due account of these other laws when designing its interoperability arrangements. It also reduces the likelihood of various CSPs and / or their customers disputing with each other on what approach should be taken to these other laws in the context of the Draft Regulations.	
2.2.11	7(1)(a)	Microsoft recommended that the CRA supplement the meaning of the term 'uncertainty' here as it is unclear what CSPs would have to describe to meet this requirement.	Article 7(1)(a) reflects Article 33 (1)(a) of the EU Data Act.
2.2.12	7.1(c)	Microsoft agree that access to APIs should be provided by CSPs in order to facilitate the smooth access of Data. Microsoft documents interfaces associated with our products and services and makes these publicly available to third parties to help those parties with interoperability of their systems with MS systems, and also to facilitate data portability. On this, they said that "as software and the IT industry in general innovates at a rapid pace, CSPs should be given a reasonable period of time to document new features and capabilities, and it would be helpful to see this acknowledged in the Draft Regulations." Microsoft believe that the requirement outlined in Article 7(1)(c) works well for "snapshot and move" Switching, but is insufficient for "24x7" applications where a function must continue to run during the porting process.	Article 7(1)(c) reflects Article 33 (1)(c) of the EU Data Act.

		They recommended that this should be acknowledged in this Article of the Draft Regulations. It would also be in step with the CRA's goals, in that the CRA's policy in the Framework is to take account of the manner in which the industry is adapting and changing. Microsoft further stated that "the EU Data Act acknowledges that it would operate unfairly if it applied certain of its Switching obligations to providers of '….[cloud] services of which the majority of main features has been custom-built to accommodate the specific needs of an individual customer or where all components have been developed for the purposes of an individual customer, and where those [cloud] services are not offered at broad commercial scale via the service catalogue of the provider of [cloud] services', nor to 'a non-production version for testing and evaluation purposes and for a limited period of time'."	
2.2.13	7(1)(d)	Microsoft noted that the wording of this Article is ambiguous. Further, they stated that it is "presumed that the intention is to document and provide code libraries that are essential for utilising the APIs of CSPs. However, it is recommended to clarify this intention to avoid any confusion. This will contribute to improved transparency and ease of implementation."	A clarification that it is the provision of code libraries that are essential for utilising the APIs of CSPs has been added.
2.2.14	7(1)(e)	Microsoft noted that the phrasing of this Article is unclear. They do not understand the objective here, and recommend that this be made clearer to facilitate compliance.	Article 7(1)(e) reflects Article 33 (1)(d) of the EU Data Act. It has been amended to read "where applicable, the means to enable the Interoperability of tools for automating the execution of data sharing agreements, such as smart contracts shall be provided"

2.2.15	7.2	Microsoft noted that ISO/IEC 19941 does not contain any normative requirements. They believe that ISO/IEC 19941 is "very helpful in understanding the considerations and concerns at play when taking measures to facilitate data portability and interoperability, and as we have commented elsewhere, we recommend that the concerns raised by ISO/IEC 19941 in this regard be considered carefully by the CRA in revising the Draft Regulations." They further stated that there are "numerous references to ISO/IEC 19941 in the Draft Regulations, and we recommend that our above comment be considered across all Articles where compliance with or compatibility with ISO/IEC 19941 is mentioned."	Microsoft states that there are numerous references to ISO/IEC 19941 in the Draft Regulations. There were just two (the former Art. 7.2 and 8.2(b)). As now drafted ISO/IEC 19941 is an international standard for Interoperability by a standardisation organisation recognised by the Authority.
2.2.16	5.3	Microsoft noted that the Regulation and Competition Department of the CRA will develop and set regulatory policies and regulations for all services, to create a competitive market to the benefit of users. To achieve data portability and interoperability, Microsoft believes that promoting fair, open, and transparent competition among cloud service providers (CSPs) is crucial. They stated that this "can be best accomplished by encouraging the use of open interoperability specifications and/or well-documented interfaces that can be seamlessly utilised in a platform-neutral manner. The use of platform-neutral technologies and open interoperability specifications means CSPs could enhance their ability to seamlessly integrate with other systems and facilitate data portability. This would promote competition, innovation, and flexibility within the cloud service market, benefiting consumers and fostering a thriving ecosystem of interoperable cloud services."	Under Emiri Resolution No. 42 of 2014, on Establishing the Communications Regulatory Authority 42/2014 the CRA must regulate the ICT , postal services and digital media access sector in order to help provide advanced and reliable communication services throughout Qatar. For that purpose, the CRA is empowered to practice all the necessary powers, including developing regulatory frameworks for the ICT, postal services and digital media access sector; in accordance with the general policy of the sector to achieve optimal performance.

		Another useful resource is Eclipse Dataspace Components | projects.eclipse.org. As mentioned this is an open-source project operated by various sector participants for business-to-business sharing of Data, based on sovereignty requirements such as multi-cloud and sovereign identity management. It is itself portable - an example for how cloud native technologies can be used to build portable workloads that can run on any cloud or even on-premises. It supports cloud interoperability as well. This project is a good example of how interoperability and portability (for both code and data) can be supported in the cloud in a multi-stakeholder environment. It offers a neutral comprehensive framework (concept, architecture, code, samples) providing a basic set of features (functional and non-functional) that dataspace implementations can re-use and customize by leveraging its defined APIs and ensure interoperability by design. It is designed for developers who want to build dataspace implementations on an existing, standards-based framework and adopt and adapt it with their own solutions.	
2.2.17	9	Article 9 outlines that in case of non-compliance with the Draft Regulations, the Authority has the authority to enforce penalties or act. However, the current form of the Draft Regulations poses challenges for CSPs in terms of compliance, as outlined by Microsoft in this submission. It is crucial to ensure that compliance is achievable in practice.	Competent authorities should ensure that infringements of the obligations laid down in its regulation are subject to penalties. Such penalties could include warnings, reprimands or orders to bring business practices into compliance with the obligations imposed by the Regulation

2.3 Ooredoo

SR	Article	SPs comments	CRA response
2.3.1	1.2	Ooredoo finds it difficult to clearly understand who are the service providers to whom the provisions of the draft Regulations apply. On this, they stated: "As a matter of fact, art. 1.2 of the draft Regulations ("Definitions") defines "Cloud Service Provider" as "a legal person that provides a Cloud Service to Customers (including individuals, businesses and government)". This definition seems to include also Ooredoo when reselling (or integrating in its products) Microsoft Azure and Google Cloud Platform services." Ooredoo also sought clarification on the following: "Is Ooredoo expected to ensure that its services (interfacing or integrated with Azure and Google Cloud Platform) support seamless data and application movement both within and across these platforms? If this is the case, did the CRA already address to both, Azure and Google Cloud Platform (whose service are, up to now not interoperable, to the best of our knowledge), and received reassurance that they will support such data portability? Should this be the case, what is the interoperability implementation timeframe and what is the CRA expecting in the meantime?"	Like the EU Data Act, the Regulations provides responsibilities of Cloud Service Providers apply only to the services, contracts or commercial practices provided by the Cloud Service Provider that is the source provider of the Cloud Service. Having said that if Ooredoo is providing IaaS, PaaS or SaaS itself it will be a Cloud Service Provider
2.3.2	General	Ooredoo highlighted the importance of the differentiation between Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) is critical. They noted that each service model "has unique	SWIPO released two Data Portability Codes of Conduct for SaaS services and IaaS services respectively. However, the EU has effectively superseded these with the EU Data Act

		characteristics, and the requirements for interoperability and portability can significantly vary among them. For example, data portability in a SaaS application might focus on exporting and importing user data and settings, whereas for IaaS, it might involve virtual machine images and network configurations. It is important that the specifications address these models separately to ensure clarity and feasibility."	The Authority sought input on from stakeholders regards existing standards. However, the Regulations were drafted specifically not to be "closed". It has been updated to provide that compliance with international standards produced by organisations recognised by the Authority as well as standards specifically identified by the Authority is presumed to be in conformity but does not limit such compliance as being the only means of conformity.
2.3.3	9	Ooredoo acknowledged the CRA's attempt to anchor the draft Regulations to the Emiri Resolution No. 42 of 2014, but highlight that this provision does not confer enforcement power upon the Regulator. They encourage the CRA to reconsider the enforcement aspect of these draft Regulations and suggest reshaping these provisions as guidelines or, even better, as a policy.	This is not correct. Under Emiri Resolution No. 42 of 2014, on Establishing the Communications Regulatory Authority 42/2014 the CRA has the necessary powers to must regulate the ICT , postal services and digital media access sector in order to help provide advanced and reliable communication services throughout Qatar. For that purpose, the Authority is empowered to practice all the necessary powers, including developing regulatory frameworks for the ICT, postal services and digital media access sector; in accordance with the general policy of the sector to achieve optimal performance. Monitoring the compliance with regulatory frameworks and taking necessary action to ensure compliance therewith (albeit against licensees) is expressly provided for .
2.3.4	1	Ooredoo referenced Article 1 of the draft Regulations and noted that "The same issue, mutatis mutandis, arises in Article 1 of the draft Regulations when it refers to the Emiri Resolution No. 42 of 2014 for the meaning of "terms, words, and phrases".	The definition has been amended.

		Notably, this resolution lacks a definition section. Leaving the terms, words and phrases of these draft Regulations undefined – as well as linking their meaning to the "context in which they are used" would run the risk of creating a regulatory uncertainty which – together with the limited enforcement – would make these provisions ineffective." To address this concern, Ooredoo recommends the CRA to incorporate a "comprehensive definition section in the draft Regulations under consultation."	
2.3.5	Scope of the draft Regulations	Ooredoo expressed their concern regarding the title and references to EU regulatory instruments (EU Data Act and Digital Markets Act). They believe that the same creates a misleading impression that the draft Regulations encompass the broader spectrum of Data Interoperability and Data Portability issues, when in reality, the content of the draft Regulations falls short of these expectations, confining its scope solely to cloud services. To prevent the missed opportunity to empower (all) customers to seamlessly switch provider, promote competition, and support innovation, Ooredoo recommend aligning the content of these draft Regulations with their title.	The scope of the Regulations is data interoperability and data portability only. The EU Data Act is only referenced in the consultation document in respect of specific provisions covering these aspects.
2.3.6	1.2	Coherently with the EU Data Act, Ooredoo suggest that the definition of Exportable Data should: (a) exclude data that is directly accessible by Customer (as defined in the EU data Act); and	The definition of Exportable Data will reflect the definition used in the EU Data Act

		(b) be limited to data that is readily available, i.e., can be obtained without disproportionate effort	
2.3.7	1.2	Referring to the definition of "Cloud Service Provider", Ooredoo highlighted the importance of defining "what being responsible for interoperability and portability entails", given that they act as a Cloud Service Provider for platforms including Microsoft Azure and Google Cloud Platform.	See response at 2.3.1 above.
2.3.8	6.2(c)	Coherently with the EU Data Act, Ooredoo recommends that this clause clarifies that the requirements of Article 6 will not affect any minimum term commitment to which the Customer agreed or relieve the Customer from any early termination charges that may be payable for termination prior to the expiration of such minimum commitment. Further, they recommend that the clause should also clearly state that the Service Provider is allowed to specify reasonable fees for Switching.	Article 6(2)(b) reflects Article 25 (2)(c) of the EU Data Act.
2.3.9	7.1	Ooredoo believes that Article 7.1 lacks concrete technical specifications and/or guidelines on how interoperability and portability should be achieved. They emphasize the importance of identifying the specific tools, software, protocols, or standards intended for use in achieving these goals	Article 7.1 (which reflects Article 33.1 of the EU Data Act) does not provide technical specifications or guidelines. Article 7.2 provides the mechanism for doing this for interoperability. Article 7.2 is not "closed" so as to risk restrictive and risk hindering innovation. The Authority is aware that further specifications and standards are being developed internationally and is retaining the agility to recognize such standards as appropriate.

2.3.10	8.1(g)	Ooredoo noted that the provision in question, suggests an implicit requirement for each contract to incorporate a termination for convenience clause. They emphasized that such clauses may carry financial implications for service providers. On this they stated that the "terminating party might be required to compensate the other party for costs or potential financial loss caused by such termination. For example, the contract may include dedicated charges to cover the costs associated with such a flexibility." Ooredoo suggest that these implications be properly reflected in the text of the draft Regulations.	There is no implicit mandating of termination of convenience on Government cloud services contracts. Article 8.1(g) refers to reviewing the Cloud Services contract periodically and evaluating the Cloud Services arrangement, taking into account the changing data needs and objectives of the government entity and the data market conditions.
2.3.11	9	Ooredoo acknowledged the rationale behind linking this draft Regulations to Emiri Resolution No. 42 of 2014. However, they note that, to the best of their understanding, the referenced provision does not explicitly include or refer to any enforcement powers. If their assessment is accurate, Article 9 of the draft Regulations runs the risk of rendering the provisions legally ineffective, potentially leaving the CRA without adequate powers to enforce the regulations outlined in this framework.	See prior response at 2.3.3. The Authority has enforcement powers.