



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION
IEB BHABAN, RAMNA, DHAKA-1000**

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REGULATORY AND LICENSING GUIDELINES

FOR

SATELLITE OPERATOR

IN

BANGLADESH

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Regulatory and Licensing Guidelines for Satellite Operator

1. INTRODUCTION

- 1.1 The Bangladesh Telecommunication Regulatory Commission (hereinafter the "Commission") has been empowered under the section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (as amended) (hereinafter the "Act") to issue Licenses, with the prior approval of the Government, for the operation and provision of telecommunication services and to determine the eligibility criteria and other general terms and conditions of Licenses.
- 1.2 As a consequence of effective regulatory measures, the telecom sector of Bangladesh is on the verge of entering a new era, especially in the regime of satellite. Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue Guidelines for Satellite Operator License envisaged in the Licensing (Procedure) Regulation, 2004
- 1.3 These Guidelines, along with the terms and conditions of the License, should be read in conjunction with the Act, any subsequent legislation, and prevalent laws or sector policies framed by the Government, and other rules, regulations, decrees, orders, decisions, guidelines, directives and documents issued by the Government or the Commission from time to time. The Act specifically provides that the establishment, operation or use of telecommunication system including radio apparatus and provision of telecommunication services in Bangladesh without a License is an offence, punishable with imprisonment or a fine or both.
- 1.4 These Guidelines may be withdrawn, revised, updated or amended from time to time, without any prior notice, to take into consideration various factors including, but not limited to, any threat to public health, National security and statutory or Court orders.

2. OBJECTIVES

- 2.1 These Guidelines have been prepared taking into account the objectives of formulating the present aspects of Satellite Operation. This will help to make the Satellite Operation more customers oriented and pave the way for the operators to come-up with innovative and emerging initiative which will help building Digital Bangladesh.
- 2.2 These Guidelines are intended to provide an overview of the regulatory framework to maintain and operate Satellite Operation.

3. DURATION OF LICENSE

The duration of the License shall initially be for a term of 15 (fifteen) years from the date of issuance of the License. Upon expiry of the initial term, the License may be renewed for subsequent terms subject to the approval from the Government, payment of necessary fees and charges, and to such terms and conditions, as may be specified herein and/or by the Government/Commission at the time of each renewal.

4. LEGAL REQUIREMENTS

The legal statutes governing the telecommunication industry in Bangladesh which will be applicable to the Licensee are given below:

- (a) The Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- (b) The Wireless Telegraphy Act, 1933 and The Telegraph Act, 1885, for matters which are not covered by the Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- (c) The Bangladesh Telecommunication Regulatory Commission (Licensing Procedure) Regulations, 2004 (as amended).
- (d) The Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulations, 2004 (as amended).
- (e) The Information and Communication Technologies Act, 2006.
- (f) Any other Act, Ordinance, Order, Rules, Regulation(s), by law(s) or any other law being in force in Bangladesh.
- (g) The Guidelines/Directives/Orders and Decisions issued under the Bangladesh Telecommunication Regulation Act, 2001.
- (h) The related Act, Ordinance, Order, Rules, Regulation(s), by law(s), Guidelines/Directives/Orders and Decisions issued in the countries where the services of the Licensee are feasible.

5. SCOPE OF THE LICENSE

- 5.01 Initially the Licensee shall operate and lease its own transponder capacity. To provide service through rented transponder, prior permission from the Commission is required.
- 5.02 If the Licensee takes initiative to launch further satellite(s), it shall take written prior approval from the Commission for providing services through new satellite(s).
- 5.03 No person or business entity shall be allowed to establish, operate and maintain Satellite Systems and Services without a valid License issued by the Commission.

6. SYSTEMS AND SERVICES

- 6.01 The technical and operational systems shall comprise broadly the combination of communication apparatus to provide satellite technology based services.

- 6.02 Technical characteristics of equipment used under the License shall be in conformity with the ITU and other related International Standards. The Licensee shall provide details of the proposed apparatus before the installation of the system.
- 6.03 The Licensee shall take necessary approval from Commission and or other concerned local/International Government authorities before providing service.
- 6.04 The Licensee is authorized to facilitate the related service providers for providing the following services, including but not limited to, through its system:
1. Direct to Home (DTH)
 2. Cable TV
 3. Backhaul Connectivity and Emergency Telecommunication
 4. Satellite Internet for Broadband Services
 5. Digital services
 6. VSAT/VSAT Hub Services
 7. Any other services approved by the Commission.
- 6.05 The Licensee is required to maintain the following systems, including but not limited to, for its operation:
1. Satellite Operation Control Center (SOCC)
 2. Network Operation Control Center (NOCC)
 3. Ground Station Facilities and Maintenance

7. SATELLITE SPECTRUM AND RADIO COMMUNICATION APPARATUS

- 7.01 The Commission will assign spectrum to the licensee in order to operate the Radio Equipment at its Ground Segment Facilities with specific terms and conditions.
- 7.02 The licensee shall not import/purchase any telecommunication/radio apparatus for its network without taking prior permission from the Commission.
- 7.03 The spectrum assignment to the licensee will be inclusive of Guard Bands to avoid interference with other satellite and terrestrial services.
- 7.04 In case of this Operator license is cancelled or terminated for any reason, the spectrum assignment shall be cancelled.
- 7.05 The assigned frequency shall stand automatically cancelled if it is not used within 1 (One) year from the date of assignment unless the Commission decides otherwise.
- 7.06 The assigned frequency shall stand valid for a term of 15 (fifteen) years or the life time of that specific satellite. Upon the expiry of the life time of that satellite the licensee shall notify Commission and the frequency assignment and permission to use radio communication apparatus will be cancelled accordingly.
- 7.07 Within the land or territorial waters of Bangladesh or in the space above them, the assigned frequency and radio apparatus or any right there with, wholly or partly, are not transferable by any means whatsoever, and, therefore, cannot be sold, let, pledged, hypothecated, mortgaged, charged or encumbered or in any other manner transferred by the licensee to any person or institution or Company or organization. Any such charge, transfer, hypothecation, pledge or encumbrance of these equipment and any agreement, power of attorney or any

other document executed in connection with such desired transaction shall be void *ab initio* and, hence, shall be without lawful authority and of no legal effect. This provision shall survive termination or cancellation of the License or frequency assigned howsoever caused.

- 7.08 The licensee shall not lease its transponder capacity to any person or institution or Company or organization for any particular service unless the lessee (i.e. DTH Operator, Satellite Television Operator, VSAT Hub Provider, ISP operator, Individual User etc.) is authorized by the Commission to provide that particular service with appropriate spectrum assignment within the land or territorial waters of Bangladesh or in the space above them. After the assignment of the spectrum from the Commission the lessee will apply to the Licensee for required number/amount of transponder bandwidth. However, the licensee can lease out transponder bandwidth to foreign stakeholders outside the territory of Bangladesh but within the coverage area of that respective satellite with prior Government approval and an intimation to the Commission.
- 7.09 The annual Station Charge mentioned in clause 9 of this Guideline and clause 7 of the License appended in the Appendix-4 of this Guideline shall be applicable to the licensee.
- 7.10 The Commission reserves the right to make any change in the Station Charge from time to time and the Licensee shall abide by the decision of the Commission.
- 7.11 If the Licensee fails to pay the charges in time, the amount due should be paid along with late fee as determined by the Commission from time to time.
- 7.12 The Commission reserves the right and authority to cancel or revoke the assignment of the frequency, fully or partially, without prejudice to the right and authority to take any other lawful action, for any of the following reasons:
- (i) National Security or National Interest;
 - (ii) Non-compliance or violation of any of the license conditions;
 - (iii) Non-payment of any dues where the Licensee has been failed to pay within the time period specified by the Commission in the final notice unless the matter is pending for any judicial adjudication with interim order; or
 - (iv) Any other reasonable cause deemed to the Commission fit and proper within the scope of Bangladesh Telecommunication Regulatory Act-2001.
- 7.13 The frequency, being a scarce national resource, the Licensee shall ensure optimal use of the frequency, so assigned or reassigned. The Commission reserves the right to make modification of the frequency assignment/reassignment and recover the excess frequency not in use from the Licensee pursuant to modification or future assignment/reassignment of frequency actually required by the Licensee. Any modification of frequency assignment/reassignment made by the Commission shall be final and binding upon the Licensee.
- 7.14 The Licensee shall obtain separate License/ NOC to use radio equipment from the Commission upon payment of prescribed fees.
- 7.15 The Licensee shall follow the directive(s)/Instruction(s) that will be issued from the Commission on Satellite Network Filing and Co-ordination, Space Segment Management, Interference Mitigation and Authorization of Landing Rights.

8. COVERAGE AREA

The Licensee is allowed to operate and facilitate services to all of its satellites' coverage areas.

9. FEES AND CHARGES

- 9.01 Following non-refundable fees and charges shall be applicable to the Licensee. These fees and charges are excluding of fees, charges, VAT and taxes imposed by any other competent authority. In such cases, those fees, charges, VAT and taxes shall be paid to the authority as decided by the Government.

License Acquisition Fee	BDT 25 (Twenty-five) Crore
Annual License Fee	BDT 5 (Five) Crore
Gross Revenue Sharing	0% (zero percent) for 1 st two years 1% (one percent) of annual audited gross revenue from 3 rd year to 5 th year 2% (two percent) of annual audited gross revenue from subsequent years
Social Obligation Fund	0% (zero percent) for 1 st two years 1% (one percent) of annual audited gross revenue from subsequent years
Station Charge	As per the Station Charge Rate mentioned in sub-clause 9.03(e) of this Guideline and sub-clause 7.03(e) of the License appended in the Appendix-4 of this Guideline shall be applicable to the licensee

- 9.02 The Licensee shall pay all the required fees within the stipulated time frame given hereafter. All fees, charges etc. paid by the Licensee are non-refundable. All fees, charges etc. paid by the Licensee are payable in favor of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh.
- 9.03 (a) **License Acquisition Fee:** The Licensee shall pay license acquisition fee amounting to BDT 25 (Twenty-five) Crore and applicable VAT thereon in BDT within 30 (thirty) Gregorian calendar days from the date of issuance of the notification letter;
- (b) **Annual License Fee:** The Licensee shall, for the second and subsequent years of operation, pay annual license fee amounting to BDT 5 (Five) Crore and applicable VAT thereon in BDT. This fee is payable by the Licensee in advance on each anniversary of the date of the issuance of License;
- (c) **Gross Revenue Sharing with the Commission:** The Licensee shall share its annual audited gross revenue as mentioned above with the Commission on a quarterly basis within the first 10 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that financial year. If there has been any underpayment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission.
- (d) **Social Obligation Fund:** The Licensee shall pay, from 3rd year, 1% (One percent) of the annual audited gross revenue on a quarterly basis as social obligation within the first 10 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited

accounts for that financial year and if there has been any under payment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any over payment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission. The percentage of subscription to Social Obligation Fund (SOF) may be changed from time to time by the Government.

(e) **Station Charge:**

- (i) For Telemetry, Tele-command and Tele-approach radio station per frequency = BDT 2 (Two) Thousand per annum.

(Here per frequency should mean per Kilo Hertz of frequency in a specified bandwidth to be used by the system)

Example:

Sl No.	Frequency (KHz)	Rate(in Taka)	Total (in Taka)
01.	1 KHz	2000.00	2000.00
02.	1000 KHz (i.e. 1 MHz)	2000.00	2,000,000.00

- (ii) In case of Standby or supplementary Telemetry, Tele-command and Tele-approach radio station a quarter of the above mentioned charge will be applicable.

(iii) This fee is payable with applicable VAT and taxes thereon in BDT.

- (f) The fees and charges as described above shall have to be paid within the stipulated time. The due amount may be paid within 60 (sixty) Gregorian calendar days after the due date by paying late fee as fine at the rate of 15% (fifteen percent) per annum as compensation to the Commission, without prejudice to rights and authorities of the Commission to take any action as per law. If the amount is not paid within the 60 (sixty) Gregorian calendar days as stipulated, necessary actions shall be taken by the Commission as per the provisions of the License and the Act.

9.04 Government may take decision time to time in case of state-owned satellite company.

10. TARIFF AND CHARGE

10.01 The Licensee shall before providing any service, seek approval of the Commission in writing:

- (i) mentioning the tariff chart/schedule containing the maximum and minimum charges that it proposes to charge for the Service, and its justification for the charges, and
- (ii) the description of the Service, the terms and conditions and all other relevant information that it proposes to publish to its customers. The information to be published must be in a form which is readily available, current and easy to understand.

10.02 The Licensee shall not start providing any service before obtaining the written approval of the Commission for its tariff and shall comply with any conditions imposed by the Government.

- 10.03 The Licensee shall obtain the written approval of the Government/Commission before making any changes to the approved tariff charges.
- 10.04 The Government/Commission shall have the right to determine the tariff in the manner as contemplated under section 48 of the Act as and when necessary.
- 10.05 The Licensee shall have to offer all of its services within the tariff limit as approved by the Government/Commission. The Commission may change/fix the tariff offered by the Licensee within the limit approved by the Government.

11. QUALITY OF SERVICE OBLIGATION

- 11.01 The Licensee shall have the obligation to provide the quality of services as stated in the Regulations/Directives/ Instructions/Orders/Guidelines for QoS issued by the Commission from time to time.
- 11.02 The Licensee shall achieve the QoS standards as set out by the Commission from time to time based on the recommendations/standards of International Standard Organizations, best practices and maintain records of the same. The Commission may inspect these records and the Licensee shall furnish certified copies of such reports to the Commission upon demand or at scheduled intervals.
- 11.03 The Commission may vary, change, amend, modify or revise the QoS standards from time to time with the prior approval of the Government and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission. The Licensee shall submit to the Commission half yearly reports on its compliance with each of the QoS standards within the 15 (fifteen) working days after every six months, in such form as may be stipulated by the Commission.
- 11.04 If the Licensee fails to meet the QoS standards, the Commission may take necessary legal actions and also may impose the penalties set out by the Commission from time to time.
- 11.05 The Licensee may be allowed any exception beyond its reasonable control such as fire, flooding and industrial disputes, provided that it promptly notifies the Commission and/or where applicable the other Licensees, of the facts and circumstances giving rise to such inability to comply and takes any commercially reasonable action necessary to correct any fault or avoid any such circumstances so as to re-establish compliance with the QoS standards as soon as possible.
- 11.06 The Commission may carry out tests on the quality of the Licensed Services and the Licensed System and the Licensee shall extend full co-operational and assistance for the purpose including provision of test instruments and equipment.
- 11.07 The Licensee shall install the equipment for monitoring its QoS as directed by the Commission from time to time.

12. SHARING OF FACILITIES

The Licensee shall comply with the provisions of the Rules/ Regulations/ Policies/ Licensing conditions/ Directives/ Guidelines/ Instructions/ Orders/ Circulars/ Decisions/ Notices and instruments under any name whatever regarding infrastructure sharing issued by the Commission from time to time if applicable.

13. ANTI-COMPETITIVE CONDUCT, UNFAIR COMPETITION AND DISCRIMINATION

13.01 **Anti-Competitive Conduct:** The Licensee shall not engage in anti-competitive conduct which in the view of the Commission inhibits or impedes fair competition including exploiting a position of dominance such as to unreasonably restrict competition. Acts of anti-competitive conduct include, but not limited to, engaging in predatory price cutting which may be implied where:

- (i) a service is priced at less than marginal costs for 2 (two) consecutive months;
- (ii) such costs are likely to drive competition out of the market or deter competitors from entering the market;
- (iii) the Licensee is able to recoup the full amount of the loss incurred during the period of price cutting,
- (iv) engaging in cross subsidizing where the revenues for a service is used to unfairly cross subsidize the price of other services or equipment;
- (v) engaging in unfair pricing such as to reduce or eliminate competition including fixing prices for services or equipment at a level which cannot be re-sold with a margin of profit to user/subscribers;
- (vi) entering into exclusive arrangements which deny competitors access to services or equipment.

13.02 **Unfair Competition:** The Licensee, on his own or through a third party, shall not engage in any practice which unfairly restricts or is likely to restrict existing competition in the national telecommunications industry or which deters or restricts or is likely to deter or restrict new Licensees into the national telecommunications industry including, but not limited to, engaging in the following practices:

- (i) asserting false or misleading claims on the availability, price or quality of its Services or Systems or the Services or Systems of any other Licensee or competitor;
- (ii) degrading the availability or quality of a Licensee or competitor's Services or Systems or unfairly raising their business, operational or technical costs;
- (iii) unlawfully interfering with the suppliers or user/subscribers of the Licensee or its competitors; or
- (iv) providing false or misleading information to other Licensees or competitors or to any third party.

13.03 **Discrimination:**

- (i) The Licensee shall not unreasonably discriminate nor shall create any inconvenience to any person, group or class of persons, nor shall it give any unfair or unreasonable preference to itself or any other person in, amongst other things, the performance, price, terms and conditions of the Services provided.

- (ii) The Licensee shall provide the Services to any individual in Bangladesh and also to any particular location as directed by the Commission in writing.

- 13.04 All financial transactions (in local and foreign currency) in relation to the License shall be through Scheduled Bank(s) mentioned as per the direction of Bangladesh Bank from time to time. The Licensee shall inform the Commission of the details of the accounts in operation.

14. INTERCONNECTION

The Licensee shall follow the provisions of the Act and the Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulations, 2004 (BTRC Regulations No. 2 of 2004) for the matters related to interconnection. The Commission reserved the right to direct the Licensee for the matters related to interconnection from time to time.

15. ALTERATION OF NETWORK

The Licensee shall, at its own expense, alter the course, depth, position or mode of attachment of any apparatus forming part of its Licensed System which may cause hazard to human life/environment and is deemed against the public interest within such reasonable time and in such manner as may be directed by the Commission.

16. MONITORING SYSTEM

- 16.01 The Licensee shall allow the Commission to monitor its system. The Commission reserves the right to inspect the systems at any time without giving any prior notice. The Commission may direct the Licensee to submit the relevant information to the Commission from time to time. The decision of the Commission in this regard shall be binding to the Licensees.

- 16.02 The Licensee shall keep enough provision against cyber threats/attacks in its systems and network and shall take applicable measures to protect its customer from possible cyber threats. They shall abide by Cyber Security Order/Decision/Guidelines/Directives/Instructions issued by the Government/Commission.

17. LI COMPLIANCE

- 17.01 The Licensee shall have to connect monitoring system from the inception of their operation to NTMC/LEA DSA and BTRC. The Licensees shall comply with the decision of the Commission/NTMC/LEA/DSA for LI compliance.

- 17.02 The Licensee shall have the provision to install monitoring equipment with proper redundancy at National Telecom Monitoring Center (NTMC)/Law Enforcement Agency (LEA)/Digital Security Agency (DSA).

- 17.03 The Commission, NTMC, DSA and LEA should have access to all user log, network configuration of the Licensee so that the Commission and LEA may collect and observe any information of the user/subscribers/operators/distributors/retailers for monitoring/maintain/controlling National Security, law and order situation.

18. FRAUD MANAGEMENT

The Licensee shall formulate, install and implement an effective Fraud Management system/process proactively to combat all types of fraudulent activities. The Licensee shall follow the related directives issued by the Commission from time to time.

19. INFORMATION AND INSPECTION

- 19.01 The Commission or its authorized representatives shall have the right to enter and inspect the offices, places and premises where the Licensee has installed the Systems. The Licensee shall provide all information as may be required by the Commission and provide demonstration of the Services and the Systems if so deemed necessary.
- 19.02 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the Licensee's business for the purpose of enabling the Commission to perform its functions under the Act and provisions of the License. The Licensee shall promptly deliver any information or documents to the Commission upon request.
- 19.03 The Commission may appoint or engage its representatives to conduct surveys or to generate reports or studies for various matters including Quality of Service (QoS), Spectrum Monitoring and the Licensee shall provide all persons so authorized by the Commission with reasonable assistance as well as access to any information or document.
- 19.04 The Commission or any person authorized by the Commission shall have access to any premises of the Licensee and to inspect any radio communication equipment or documents including accounts or other records at any time to ensure compliance with the provisions of the License and the Regulatory Framework.

20. REPORTS

- 20.01 The Licensee shall furnish to the Commission on a half-yearly basis the information on the type and capacity of its installations, the number of user/subscribers, the number and type of end-user connectivity, pending demand, Fraud Management, Quality of Service (QoS) reports, traffic data of each installation as well as the type and capacity of the transmission links. The Licensee shall also be required to furnish any information on Systems and Services any time if asked for by the Commission.
- 20.02 The Licensee shall publish Annual Report within 6 (six) months of the end of each financial year. The Commission may, from time to time, issue guidelines for the purpose, which will be obligatory on the Licensee to follow. In addition, the Licensee shall submit to the Commission at least 10 (ten) copies of the audited financial report that will contain its balance sheet, profit and loss account, cash flow statements, network expansion, position of different services provided offered to the user/subscribers, number of user/subscribers connected or waiting for connection etc.

21. CHANGES IN SHARE CAPITAL

- 21.01 The Licensee shall obtain prior written approval of the Commission before making any change in its ownership, shareholding and management structure. Any change in the ownership, shareholding and management structure shall not be valid or effective without prior written approval of the Commission. In this case the commission shall follow section 37(2)(i) of Bangladesh Telecommunication Regulation Act, (2001).
- 21.02 In case of merger/amalgamation with any other entity, the Licensee shall take prior written approval of the Commission.

- 21.03 The terms and conditions including fees and charges imposed by the Government/Commission regarding changes in its ownership, shareholding and management structure and merger/amalgamation shall be binding on the Licensee.

22. TRANSFER, ASSIGNMENT AND PLEDGE OF LICENSE AS SECURITY

- 22.01 This License and any right accrued hereunder shall not be transferred without the permission of the Commission, wholly or partly, and as such transfer, if any shall be void.
- 22.02 SatelliteOperator's license will be issued to all, irrespective of Bangladeshi (resident citizens, non-resident Bangladeshi (NRB), proprietorships, partnerships-under the Partnership Act, 1932 and companies registered under 'Joint Stock Companies and firms under the Companies Act 1994) or Foreign entities (citizens, companies or subsidiaries or holding companies). Foreign Partnership or Joint Venture is also permitted

In case of foreign investment, the entity shall invest foreign currency directly according to its percentage of ownership and shall not be allowed to take any loan from any Bangladeshi Schedule Bank/ Financial Institution / Leasing Company. After fulfilment of rollout obligation, if loan is required for operational purpose/business expansion, the entity can take maximum 20% of its total loan from any Bangladeshi Schedule Bank/ Financial Institution / Leasing Company. In that case, the entity shall take prior permission from the Commission. The existing licensee having loan more than 20% of its total loan from any Bangladeshi Schedule Bank/ Financial Institution / Leasing Company shall reduce their loan to 20% within 05 years from the date of amendment of this Guideline. By any means this License shall not be assigned or pledged as security when taking loans. The foreign entity shall comply with all the rules, regulations and instructions of Bangladesh Bank, Bangladesh Investment Development Authority (BIDA) and any other competent authority of Bangladesh.

- 22.03 The License shall be liable for the terms and conditions of the loan(s) taken from other local/foreign banks/financial institutions during launching of satellite.
- 22.04 The Licensee shall not subcontract out any part of the Services or the System without prior approval of the Commission. The Licensee may appoint agents or independent contractors or sub-contractors to carry out works or provide services which enable the Licensee to discharge its duties and obligations under this License provided always that the Licensee shall be liable for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.

23. TECHNICAL, FINANCIAL AND COMPLIANCE AUDIT

- 23.01 The Commission will take initiative for annual technical, financial and compliance audit of the Licensee at any time. The audit team authorized by the Commission shall have the right for auditing technical, financial and compliance position of Licensee for any year. The Licensee shall comply and shall furnish all relevant information and documents as sought by the audit team. The Licensee shall preserve all the relevant data/information for technical and financial audit as per the laws of the land. The directives/decisions/instructions of the Commission regarding technical, financial and compliance audit shall be binding on the Licensee.
- 23.02 The audit team authorized by the Commission shall have the access to the computerized accounting system of the Licensee as and when deemed necessary by the Commission.

24. EMERGENCY CRISIS MANAGEMENT

- 24.01 The Licensee shall have an organized emergency crisis management team to take necessary action(s) to save telecom and other related infrastructure.
- 24.02 The Licensee shall provide the information of emergency crisis management team and other relevant preparations for saving the system from disaster.
- 24.03 The Licensee shall provide the information of preparation to restore their system that sustained losses from disaster.
- 24.04 The Commission may direct the Licensee regarding emergency crisis management from time to time.

25. ACCESS TO EMERGENCY SERVICES

The Licensee shall comply with other requirements imposed by the Commission in relation to emergency services from time to time.

26. NATIONAL EMERGENCIES

- 26.01 The Licensee shall facilitate and cooperate with all relevant Government bodies, departments and official agencies for the provision of the services in the event of national emergencies or in matters relating to national security.
- 26.02 In the event of any war or war situation, internal national disorder (including strikes/hartals), urgent state affairs or situations demanding national security, the Government may use equipment and the Systems used by the Licensee for its network.
- 26.03 In case of national emergency, declared by the President, the Government may suspend any particular activity of or a particular service provided by the Licensee. For public interest, the Government may take over the possession of the Licensee's installations along with its employees to operate the systems during the period of such emergency.

27. STANDARD CONTRACT

- 27.01 The Licensee shall prepare a standard contract of service for use with its local and/or overseas customers whatsoever. The Licensee shall file the standard contract and amendments of the standard contract there to from time to time, to the Commission for its approval.
- 27.02 The standard contract, as approved by the Commission, shall apply to all customers that obtain Satellite services from the Licensee.

28. INITIAL PUBLIC OFFER (IPO)

- 28.01 The Licensee may float its share to Initial Public Offer (IPO) as per the rules and regulations of the Security Exchange Commission of Bangladesh and in accordance with other prevailing laws of Bangladesh with the prior approval of the Government (in case of Government owned company)
- 28.02 No permission will be required from the Commission for transfer of shares in Secondary Market after floating IPOs.

29. BILLING

- 29.01 The Licensee shall provide to the user/subscribers a clear and concise statement of charges timely and regular basis. This statement shall reflect the prices, terms and conditions for any applicable price or service plans which the user/subscriber has subscribed to and the due date of payment before late charges are incurred. The Licensee shall not bill its user/subscriber(s) for any charges which it has not disclosed to the user/subscriber(s) in its published tariff and/or terms and conditions.
- 29.02 The Licensee shall take all reasonable steps to ensure that its billing systems and any metering equipment used in connection with the Service are reliable and accurate and capable of providing user/subscribers with itemized billing if so requested.
- 29.03 The Licensee shall keep record of metering equipments used in such form as may be specified by the Commission and shall supply such record as and when called for by the Commission.

30. ACCOUNTS

- 30.01 The Licensee shall maintain accounts and other records, in accordance with acceptable accounting practices. The Licensee shall at all times, maintain full and accurate books of accounts and other records reflecting all financial matters, in accordance with the sound and acceptable accounting practices. The Commission reserves the right to issue accounting instruction/direction/order/decision to the Licensee from time to time.
- 30.02 The Licensee shall submit certified copies of its financial records and yearly audited accounts to the Commission. The Commission shall have the access to originals of such records and accounts as and when required.
- 30.03 The Licensee shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues. The Commission shall have the access to computerized accounting system of the Licensee as and when deemed necessary by the Commission.

31. SUBSCRIBER CONFIDENTIALITY

- 31.01 The Licensee shall maintain confidentiality in respect of all information provided by the user/subscriber except disclosure in the following situations:
- (i) where the disclosure of the information is necessary for the purposes of detecting, preventing or investigating crime in which case disclosure should only be made to persons authorized by the Commission or LEA/NTMC/DSA,
 - (ii) where disclosure is deemed necessary by the Commission or other national security agencies and law enforcement agencies, where such disclosure should only be made to persons authorized by the Commission or LEA/NTMC/DSA, and
 - (iii) where disclosure is ordered by a court of competent jurisdiction or so provided by law.
- 31.02 The Licensee may only use any information provided by a user/subscriber for the following purposes:

- (i) internal planning, provisioning and billing for Services,
- (ii) other purposes approved by the Commission; and providing assistance to national security agencies and law enforcement agencies as specified by law.

32. COMPLAINTS AND CONSUMER PROTECTION

- 32.01 The Licensee shall prepare a customer charter of rights that sets out the minimum standards of service to the customers/user/subscribers of the Licensee and gives guidance to the employees of the Licensee in their dealings with customers and user/subscribers. This charter shall be prominently displayed at all premises of the Licensee, and a copy shall be provided to customers upon request.
- 32.02 The Licensee shall publish information about the Services it provides in a form which is easily available to consumers. This shall cover inter alia a description of the Services, the pricing plans, terms and conditions, procedures for billing, bill enquiries and complaints, the provision of fault repair services and all other relevant information relating to the provision of the Services and other telecommunications equipment.
- 32.03 The Licensee shall inform user/subscribers of all its obligations under this License and in particular highlight to its user/subscribers the Licensee's obligations of confidentiality and specific use of information.
- 32.04 The Licensee shall operate a consumer friendly system which will allow user/subscribers to lodge complaints to the Licensee in the event of a breach of any of the terms and conditions of this License.
- 32.05 The Licensee shall submit to the Commission and make publicly available at the end of the Licensee's financial year or upon demand by the Commission, a report indicating the number of complaints received from user/subscribers, the nature of such complaints and the steps taken by the Licensee to address those complaints. The Licensee shall prepare the report in a format prescribed or approved by the Commission.
- 32.06 In the event that the Licensee intends to terminate all or part of the Services, the Licensee shall notify the Commission in writing promptly and in any case at least 30 (thirty) days prior to the intended date of termination of the Service, and provide such information and assistance the Commission may require to ensure that the interests of its customers and the public are adequately safeguarded.
- 32.07 The Licensee shall promptly attend the complaints of the user/subscriber and shall maintain records of complaints and their resolution and shall make those available for inspection by the Commission as and when necessary.
- 32.08 The Licensee shall build up a management information system for customer services.
- 32.09 The Licensee shall put into effect a mechanism to settle probable complaints, objections and disputes with the user/subscribers which shall be informed to the Commission.
- 32.10 Any decision of the Commission in respect to ensure the consumers' protection shall be binding on the Licensee. The consumer charter shall provide commitments by the Licensee to consumers in respect to the standard and quality of the licensed service. The Licensee shall also establish and maintain substantial number of Consumer Complaint Centre/Customer Care Centre to provide quality services to its Customers/User/Subscribers as envisaged in Section 59 of the Act.

33. COMPLIANCE WITH LAW

- 33.01 This License is subject to the terms and conditions contained herein and to the Act, Rules and Regulations. In the event of any conflict or inconsistency between the provisions of this License, and the provisions of the Act, Rules or Regulations, the provisions of the Act, Rules and Regulations shall prevail.
- 33.02 The Licensee shall establish, maintain and operate its licensed system, and shall provide the licensed services, in compliance with the laws of Bangladesh.
- 33.03 The Licensee shall at all time co-operate with the Commission and its authorized representatives in the exercise of the functions assigned to the Commission under the Act. The Licensee shall comply with all orders, determinations, directives and decisions of the Commission.
- 33.04 The License shall follow the related Act, Ordinance, Order, Rules, Regulation(s), by law(s), Guidelines/Directives/Orders and Decisions issued in the countries where the services of the Licensee are feasible.

34. CONTENT AND FORMAT OF BILLS

- 34.01 The Licensee may determine the content and format of its bills to customers provided that:
- 34.01.1 in relation to a customer, the bill reflects the types of service and the units for which charges are made including, but only to the extent requested by the customer.
 - 34.01.2 the Licensee retains in its records information sufficient:
 - (a) to identify for customers the basis of the amount charged for use of its communication services; and
 - (b) to provide the Commission with an independent quality assurance that the billing process complies with the requirements set out above.
- 34.02 The Licensee shall maintain appropriate billing processes to enable the Licensee to comply with the billing requirements of conditions of the Commission.

35. CODE OF COMMERCIAL PRACTICE

The Licensee shall publish within 6 (six) months of the Effective Date, a code of commercial practices approved by the Commission. The code of practice shall include, at a minimum provisions covering the following issues:

- 35.01 A commitment to take steps to remedy service interruptions as soon as reasonably possible and to provide reasonable credits to customers for lengthy outages;
- 35.02 Protection of the privacy of information transmitted over the Licensed System;
- 35.03 Maintenance by Licensee of the confidentiality of customer information;
- 35.04 Procedures for resolving disputes between Licensee and customers; and
- 35.05 Availability to customers of information concerning their accounts with the Licensee; and

- 35.06 Commitment by the Licensee to customers in respect of standard and quality of Licensed Services.

36. PRIVACY OF COMMUNICATIONS

- 36.01 The Licensee shall not monitor or disclose the contents of any communication conveyed over its licensed system except to the extent necessary for the purpose of maintaining or repairing any part of the licensed system or monitoring the Licensee's quality of service, or except as required by the Act, the Rules, Regulations and conditions of this License.
- 36.02 The Licensee shall take reasonable measures to safeguard its Licensed System from unauthorized interception of communication carried on the Licensed System.

37. FORCE MAJEURE

Notwithstanding anything contained in this License, if the Licensee shall be rendered unable to carry out the whole or any part of its obligations under this License for any reason beyond the control of the Licensee, including but not limited, to acts of God, strikes, war, riots etc, then the performance of the obligations of the Licensee as it is affected by such cause shall be excused during the continuance of any inability so caused provided that the Licensee has taken all appropriate precautions and reasonable measures to fulfill its obligation and that it shall within 14 (fourteen) days of its first occurrence notify to the Commission the same and cause of such inability and its efforts to remove such cause and remedy its consequences.

38. HARASSING, OFFENSIVE, UNSOLICITED OR UNLAWFUL COMMUNICATION

- 38.01 The Licensee shall take all reasonable steps to track and prevent the source of harassing, unsolicited, offensive, fraudulent or unlawful communication.
- 38.02 The Licensee shall take appropriate action to protect the public from harassing, offensive, fraudulent or unlawful communication. Such direction may require the Licensee to co-operate fully with and/or provide relevant information to such other parties identified as being competent authorities by the Commission in its direction; and
- 38.03 The Licensee shall, at the request of the Commission, terminate service to any customer that is the source of harassing, offensive or illegal communication.

39. HEALTH AND ENVIRONMENTAL HAZARDS

- 39.01 The Licensee shall ensure the use of energy efficient, environmental friendly network equipment (Green Telecom) and also ensure proper safety for health hazard issues nearer to locations of installations.
- 39.02 The Licensee shall have the obligation to stop all types of radiation which are harmful to the environment and public health. The Licensee shall follow the guideline/recommendations issued by the International Commission on Non-Ionizing Radiation Protection (ICNIRP) and any other related UN organizations. The Licensee shall also comply with the directives/instructions/guidelines/decisions regarding health and environmental hazards issued by the Commission from time to time.
- 39.03 The Licensee shall not install any transmitter located near any hospital premises or airports without prior notification and due approval from the Commission.

- 39.04 Earth Stations shall not be located within 1(One) km of the geographical boundary of an airport and international border. All towers shall be duly fenced to prevent disruption of aeronautical operations.

40. TERMINATION OF THE LICENSE

The License shall remain in force until it is terminated by one of the following events:

- (i) The term of the License expires without renewal;
- (ii) The Licensee agrees to the termination of this License; or
- (iii) The License is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this License.
- (iv) Early expiry of the life time of the satellite

41. SUSPENSION, CANCELLATION AND FINES

- 41.01 The Commission with prior approval of the Government may, in any of the events specified in Section-46 of the Act, suspend or cancel the License issued under this guideline and/or impose fine as mentioned in Section46(3) of the Act.

- 41.02 Apart from the Clause mentioned above, the Commission may take necessary steps under Section 63, 64, 65 of the Act for any violation of any condition of this License.

- 41.03 The Commission with prior approval of the Government may cancel the License and the Licensee shall be liable for action as per the Bangladesh Telecommunication Regulation Act, 2001 on the following grounds including but not limited to t

- (i) that any information furnished in the Application form for obtaining the License is found incorrect/false which is mala fide,
- (ii) that the Applicant obtain the License hiding the information as mentioned in the guidelines and the Act and the reason for not providing the information is unacceptable,
- (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the License within the time period mentioned in the final notice unless the matter is pending for any judicial adjudication with specific interim order,
- (iv) that the Licensee is involved with illegal call termination and failed to adopt appropriate measures as per direction of the Commission in this regard,
- (v) that the Licensee has failed to follow the directions of the Commission to prevent its user/subscriber from illegal call origination and termination activities.
- (vi) that the Licensee has transferred any share or issued of new shares without prior written permission of the Commission which is approved by the Government except secondary share transfer,
- (vii) that the Licensee has disclosed or is involved with any discloser of any information to anybody/performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony,

- (viii) that National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the Licensee and the Licensee has failed to comply with the instructions of the competent authority,
- (ix) that the Licensee fails to maintain authenticated registration database of user/subscribers according to the instructions of the Commission or hides any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its user/subscribers and/or the Commission as per service obligations; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities,
- (x) that the Licensee fails to obtain equipment for measuring harmful radiation from their installed radio equipment according to ICNIRP any other related UN organizations on to furnish revenue sharing to the Commission.
- (xi) that the Licensee violates or purports to violate any terms and/or conditions under this Guideline/Any Regulations/Directives/Instructions/ Orders/ Circulars/ Decisions etc. of the Commission.
- (xii) that the Licensee violates any conditions of the License.

42. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

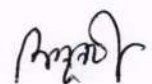
- 42.01 In the event of suspension of the License under provisions of the Act, the Commission may engage any agency or administrator by examining the financial position, profit and loss of the Licensee. The rate and fees of agency/administrator on such tenure shall be decided by the Commission to operate and maintain the systems and services in order to continue with and fulfill the obligations of the Licensee towards its user/subscribers. The Licensee shall not have any claim for any compensation or any right on the revenue for the same.
- 42.02 Cancellation or suspension of License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or this License.

43. AMENDMENTS

Any fees/charges and any of the terms in the License may be amended, varied or revoked in accordance with the Section-39 of the Act. In case of amendment(s) proposed by the Government/ Commission, notice will be served to the Licensee informing the reasons for the proposed change.

44. MISCELLANEOUS

- 44.01 The License shall ensure the proper insurance of the satellite and its ground station(s) along with relevant valuable systems and equipments.
- 44.02 The License shall comply with the terms and conditions of contract(s) executed with other local/foreign authorities during launching of satellite.



Md. Nurannabi
Director (Licensing)
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

- 44.03 Any dispute, controversy or claim arising out of, or in connection with, this License, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall be binding.
- 44.04 If not mentioned in the particular clause, the exchange rate of foreign currency and BDT shall be the foreign currency selling rate on the day preceding the date of payment of Bangladesh Bank.
- 44.05 The Licensee shall follow the Code of Practice as approved by the Commission from time to time. The decision of the Commission in this case is binding on the Licensee.
- 44.06 The Licensee shall ensure that the licensed system and the licensed services do not cause any damage to, or interference with, any communication systems or communication services of any other Operator.
- 44.07 The Licensee shall conduct its operations and shall establish its licensed system in a manner so that it is not a safety hazard and is not contravention of any relevant law, rule or regulation.
- 44.08 The Licensee shall not discontinue providing licensed services in any area unless the Licensee notifies the Commission, probable affected customers and other stakeholders at least 90 (ninety) days prior written notice of such discontinuation. The Licensee shall take prior written approval from the Commission before such discontinuation of service. However, services to the affected user/subscribers may be disconnected as per the "Service Level Agreement" approved by the Commission.
- 44.09 The Licensee shall not violate any Intellectual Property Rights of any person, body or associations and shall be held responsible for any such violation under the relevant laws of the land.
- 44.10 If any dispute arises between the Licensees or between the Licensees and user/subscribers, the parties shall first attempt to resolve the differences in an amicable manner. If a settlement is not reached then the matter shall be referred to the Commission for resolution and the decision of the Commission thereon shall be binding upon the parties.
- 44.11 The Licensee shall take prior written permission for formation of any company/joint venture entity/partnership entity in Bangladesh for providing any type of telecom related services. The Licensee shall also have to take prior written permission for holding share in or being a partner of the existing entity who is providing any telecom service in Bangladesh.
- 44.12 The Commission and/or any other Government departments shall not be liable for any loss, damage, claim, charge, expense which may be incurred as a result of or in relation to the activities of the License, its employees, agents or authorized representatives.
- 44.13 All directions issued by the Commission shall remain confidential and the Licensee shall not disclose the same unless with the prior approval of the Commission.
- 44.14 Notwithstanding anything contained elsewhere or in this License the Commission reserves the right at its discretion to make the terms and conditions of this License publicly available in any media and format whether on the Commission's or any other official Government website, in any manner it deems fit and proper.
- 44.15 The Licensee shall pay the necessary fees and charges and furnish the necessary documents in a timely manner.

- 44.16 Only equipment models or types approved by the Commission shall be used in Licensed radio communications networks and systems. In case of an equipment model or type has not been approved, clearance for the use of such equipment must be obtained from the Commission.
- 44.17 The Licensee shall follow the ITU-R recommendations to the use of radio communications equipment and as directed by the Commission from time to time.
- 44.18 The Licensee shall observe the requirements of any applicable international conventions on communications to the extent that such a convention imposes obligations on Bangladesh unless expressly exempted by the Commission.
- 44.19 The Licensee shall take prior written permission from the Commission before selling any of its equipment which are used to operate the satellite under it's SOCC, NOCC and Ground Station Facilities and Maintenance.
- 44.20 All correspondence from the Commission shall be in writing and shall be sent to the Licensee's official place of business.
- 44.21 None of the provisions of this License shall be deemed to have been waived by any act of or acquiescence on the part of the Commission, but only by an instrument in writing signed/issued by the Commission. No waiver of any provision of this License shall be construed as a waiver of any other provision or of the same provision on another occasion.
- 44.22 Unless repugnant to the context—
- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of this License;
 - (ii) the words importing the singular or plural shall be deemed to include the plural or singular respectively;
 - (iii) any expression in masculine gender shall denote both genders;
 - (iv) any reference in this License to a person shall be deemed to include natural and legal persons;
 - (v) all references to legislation or License or directions issued by the Commission shall include all amendments made from time to time;
 - (vi) the term 'or' shall include 'and' but not vice versa;
 - (vii) any reference in this License to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication.
- 44.23 This Guideline shall be governed by and construed in accordance with the laws of Bangladesh.
- 44.24 This Guideline is issued with the approval of the appropriate authority.

APPENDIX-1

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

Application Form/Letter of Transmittal of

Satellite Operator License in Bangladesh

Information/Document Requirement

SL.	Document	Attached (Tick if document attached)	No. of Pages	Remarks
1.	Letter of Application (in letterhead pad).			
	Name, date and place of incorporation from Registrar of Joint Stock Companies (RJSC).			
	Business Address and Registered Office Address and telephone number, facsimile number, e-mail and website details.			
2.	Application Fees: BDT 5 (five) lac payable to the Commission in the form of pay order/bank draft from any Scheduled Bank of Bangladesh.			
3.	Company Information (Certified true copies to be provided)			
	A. Certificate of Incorporation/registration			
	B. Memorandum and Articles of Association			
	C. List of Directors with details of their shareholdings, and relation to other Operators and applicants for a License			
	D. Shareholders with details of equity/ownership			
	E. List of Shareholder Affiliates that are Operators or applicants for a License and description of relation to Applicant			
	F. National Identity Card (for Bangladesh National)/passport (for foreign nationals) and other antecedents of the Directors and authorized representatives of the company.			
4.	Provide undertaking for the following.			

	A.	That the Company or its Directors have never been declared insolvent by a court of law.			
	B.	That the Directors of the company have never been convicted by a court of law for major offences or unethical/immoral turpitude (other than minor offences)			
	C.	That neither the applicant company nor its group/consortium members are defaulter(s) of the Commission.			
	D.	Tax Identification Number (TIN) with Income Tax clearance certificate.			
5.		Certificate on original letterhead from the Group/Join venture/Consortium members that they are the authorized participants for Cellular Mobile License in Bangladesh through the applicant company.			
6.		Resolution of the Board of Directors of the Applicant authorizing the person who submits and signs the Letter of Application.			
7.		Special Power of Attorney granted to the person who submits and signs the Letter of Application			
8.		Brief Description of Telecommunications Qualifications and Experience of the Applicant, its key management personnel and its shareholders			
9.		Capital Cost of service/project for the first year and the sources of finance in the form of equity and debt.			
10.		Brief Description of the project in the form of forecast balance sheet and profit loss, account/income statement for the first 5 (five) years of operation.			
11.		Brief description of committed financial resources to meet Capex of the project for the 1 st year in the form of bank statement of the company's account duly signed and stamped by bank manager and letter of intent/MOU			

	signed bank and CFO/Authorized officer of the company for any debt.			
12.	Technical Plan and System Configuration in detail.			
13.	Any other matter which Applicant(s) consider the disclosure or non-disclosure of which might materially affect the Commission's decision to award the License.			
14.	In case of prospective New Entrants, self-certification with supporting documents of having the experience of running Satellite Operator License in any country.			
15.	In case of prospective New Entrants, provide details for assignment of frequency band with supporting documents.			
16.	Detailed total investment in Bangladesh from the inception of other License(s) with supporting documents			
17.	Detailed information regarding loan taken from local and foreign employee's banks.			
18.	Detailed information regarding local and foreign information in each tier/level.			
19.	Applicant's pending legal issues with the court (if any).			
20.	Affidavit as mentioned in Appendix-2.			
21.	Letter of Authorization and Declaration as mentioned in Appendix-3.			

E. Declaration:

1. Has any application for any License of the applicant/any share holder/partner been rejected before? ☐ Yes ☐ No

If yes, please provide date of application and reasons for rejection:

2. Do the Applicant/any Share Holder/Partner hold any other Operator Licenses from the Commission? ☐ Yes ☐ No

If yes, please give details

3. Has any other License of the Applicant/any Share Holder/Partner been cancelled before?

☐ Yes ☐ No

If yes, please provide date of application and reasons for rejection:

4. Were the Applicants/its owner(s)/ any of its director(s)/ partner(s) involved in any illegal call termination? ☐ Yes ☐ No

If yes, please provide the following details:

(i) Period of Involvement in illegal activities: _____

(ii) Case No (If Applicable): _____

(iii) Administrative fine paid to the Commission (If Applicable):

(a) Amount (BDT): _____

(b) Pay Order No./ Bank Draft No.: _____

(iv) Undertaking given to the Commission: ☐ Yes ☐ No

I/we declare that all the information furnished in this application form are true and correct. I/we understand that approval from the Commission for this application is based on information as declared in this application. If any of the information as declared be incorrect, then any License granted by the Commission may be cancelled.

I/we also declare that I/we have read, understood and undertake to comply, with all the terms and conditions outlined or referred to, in the Commission document entitled Regulatory and Licensing Guidelines for granting of License to Build, Operate and Maintain Satellite Operator Systems and Services in Bangladesh, and those terms and conditions included in the License to be issued to us/me, if this application is approved by the Commission.

Date:

Place:

Signature

Name of the Applicant/Authorized
Signatory with Seal

APPENDIX-2

PRO-FORMA OF AFFIDAVIT

The undersigned, _____, of legal age, and residing at
(Name of Official/Individual Applicant(s))

_____ after having been duly sworn deposed states:
(Address)

1. That he/she is the _____
(Official Capacity)

of _____,
(Name of company/corporation/partnership/society/individual (the Applicant(s)))

duly organized under the laws of _____.

(Name of Country)

OR

2. That he/she is the Applicant(s) for the License referred to below (the Applicant(s)), a citizen of the People's Republic of Bangladesh.

3. That personally, and as _____ for and on behalf
(Official Capacity)

of the Applicant(s) he/she hereby certifies:

a) That all statements made in the Applicant(s)'s application for a License to establish, maintain and operate Satellite and in the required attachments to that application are true and correct;

b) That this certification is made for the expressed purpose of an application by _____ (name) _____ for a Satellite Operator License from the Bangladesh Telecommunication Regulatory Commission;

c) The Applicant(s) will make available to the Commission or any other of its authorized agencies any information they may find necessary to verify any item in the application or regarding its competence and general reputation;

d) That any of its directors or partners (where the Applicant(s) is a company):

- (i) is not an insane person,
- (ii) has not been sentenced by a court under any law, other than the Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (iii) has not been sentenced by a court for committing any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (iv) has not been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
- (v) has not been identified or declared by the Bangladesh Bank, by the court or by a bank or financial institution as a loan defaulter of that bank or institution;
- (vi) any License of his has not been cancelled by the Commission at any time during the last 5 (five) years.
- (vii) has not any outstanding dues to the Commission;

e) That the undersigned is the Applicant(s) or is duly authorized by the Applicant(s) to make these representations and to sign this affidavit.

Director/Secretary/Partner/Duly Authorized Representative/Attorney

as or on behalf of the Applicant

Witnesses

1. _____ 2. _____

Subscribed and sworn before me

this _____ day of _____ 20 ____ at _____.

Notary Public

APPENDIX-3

LETTER OF AUTHORIZATION AND DECLARATION/POWER OF ATTORNEY

[Letterhead of the Company]

I, _____, Company Secretary/Authorized personal of the Applicant of [HERE GIVE FULL NAME AND ADDRESS OF THE APPLICANT ENTITY] (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly convened and held on _____, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect;

RESOLVED THAT the Company be and is hereby authorized to apply for the grant of [here describe the nature of the License being applied for], ("the License") and to comply with all requirements of its application process and the terms of the License, if any, granted as a consequence;

FURTHER RESOLVED THAT Mr. _____ bearing National ID/Passport No _____ resident of _____ [here give designation of the appointee] be and is hereby appointed as an attorney of the Company ("the Attorney"), to be and to act as our lawful attorney, for us, in our name and on our behalf to exercise any and all of the powers herein contained, that is to say:

1. to sign, execute or authenticate all applications or other documents required to be submitted to the Bangladesh Telecommunication Regulatory Commission (herein after the "BTRC" or "Commission") and to act for and on our behalf in all matters relating to grant of the License for provision of Satellite Operator in Bangladesh;
2. to fulfill all the requirements and formalities as may be required to be fulfilled for the grant of the License applied for, on behalf of the Applicant.
3. to attend all hearings before the Commission and to provide all necessary documents and material information or assistance as may be required by the Commission for its satisfaction to issue the License applied for by the Applicant;
4. to sign all applications, correspondence, statements or other documents submitted to the Commission on behalf of the Applicant relating to issuance of the License applied for, by the Applicant;
5. to execute all such documents and undertake all such acts as may be necessary in order to comply with the directions, decisions and orders of the Commission relating to issuance of License applied for by the Applicant;
6. and generally to do all such acts as may be necessary or incidental for the grant of the License applied for by the Applicant.

**Company Secretary/Authorized
personnel of the Applicant**

APPENDIX-4

[Generic Form of Satellite Operator License]



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION
IEB BHABAN, RAMNA, DHAKA-1000**

SATELLITE OPERATOR LICENSE

ISSUED

TO

.....

UNDER

THE BANGLADESH TELECOMMUNICATION REGULATION ACT, 2001

ON THE

..... DAY OF 20.....



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**
IEB BHABAN, RAMNA, DHAKA-1000

SATELLITE OPERATOR LICENSE

LICENSE NO:

--

DATE:

--	--	--

In Exercise of the Powers under section 36 of the
Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001)

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION
is pleased to issue this License in favor of

.....
Represented by its Chairman/ Managing Director having registered office at

.....
as a

SATELLITE OPERATOR

of Bangladesh whereby it is authorized
to establish, maintain and operate the satellite systems and to provide services as specified in this
License

ON NON-EXCLUSIVE BASIS
under the terms and conditions given in the following pages of License
including the schedules annexed hereto.

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**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**
IEB BHABAN, RAMNA, DHAKA-1000

No:

Date:

SATELLITE OPERATOR LICENSE

(Issued under section 36 of the Bangladesh Telecommunication Regulation Act, 2001)

Whereas in pursuance of the provisions of Bangladesh Telecommunication Regulation Act, 2001 Bangladesh Telecommunication Regulatory Commission ("BTRC" or "Commission") requires to issue the License for establishing, operating and maintaining Satellite Systems in Bangladesh and its service areas.

And whereas by application dated:, the Chairman/ Managing Director has prayed for a License to operate Satellite in Bangladesh.

Now, therefore, the Commission does hereby issue -

LICENSE

To

.....
represented by its having its registered office at

.....
To establish, operate and maintain Satellite Systems throughout Bangladesh and its Service Areas,
subject to the terms and conditions laid down hereinafter.

1. DURATION OF LICENSE

The duration of the License shall initially be for a term of 15 (fifteen) years from the date of issuance of the License. Upon expiry of the initial term, the License may be renewed for subsequent terms subject to the approval from the Government, payment of necessary fees and charges, and to such terms and conditions, as may be specified herein and/or by the Government/Commission at the time of each renewal.

2. LEGAL REQUIREMENTS

The legal statutes governing the telecommunication industry in Bangladesh which will be applicable to the Licensee are given below:

- (a) The Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- (b) The Wireless Telegraphy Act, 1933 and The Telegraph Act, 1885, for matters which are not covered by the Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- (c) The Bangladesh Telecommunication Regulatory Commission (Licensing Procedure) Regulations, 2004 (as amended).
- (d) The Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulations, 2004 (as amended).
- (e) The Information and Communication Technologies Act, 2006.
- (f) Any other Act, Ordinance, Order, Rules, Regulation(s), by law(s) or any other law being in force in Bangladesh.
- (g) The Guidelines/Directives/Orders and Decisions issued under the Bangladesh Telecommunication Regulation Act, 2001.
- (h) The related Act, Ordinance, Order, Rules, Regulation(s), by law(s), Guidelines/Directives/Orders and Decisions issued in the countries where the services of the Licensee are feasible.

3. SCOPE OF THE LICENSE

- 3.01 Initially the Licensee shall operate and lease its own transponder capacity. To provide service through rented transponder, prior permission from the Commission is required.
- 3.02 If the Licensee takes initiative to launch further satellite(s), it shall take written prior approval from the Commission for providing services through new satellite(s).
- 3.03 No person or business entity shall be allowed to establish, operate and maintain Satellite Systems and Services without a valid License issued by the Commission.

4. SYSTEMS AND SERVICES

- 4.01 The technical and operational systems shall comprise broadly the combination of communication apparatus to provide satellite technology based services.



- 4.02 Technical characteristics of equipment used under the License shall be in conformity with the ITU and other related International Standards. The Licensee shall provide details of the proposed apparatus before the installation of the system.
- 4.03 The License shall take necessary approval from Commission and or other concerned local/International Government authorities before providing service.
- 4.04 The Licensee is authorized to facilitate the related service providers for providing the following services, including but not limited to, through its system:
1. Direct to Home (DTH)
 2. Cable TV
 3. Backhaul Connectivity and Emergency Telecommunication
 4. Satellite Internet for Broadband Services
 5. Digital services
 6. VSAT/VSAT Hub Services
 7. Any other services approved by the Commission.
- 4.05 The Licensee is required to maintain the following systems, including but not limited to, for its operation:
1. Satellite Operation Control Center (SOCC)
 2. Network Operation Control Center (NOCC)
 3. Ground Station Facilities and Maintenance

5. SATELLITE SPECTRUM AND RADIO COMMUNICATION APPARATUS

- 5.01 The Commission will assign spectrum to the licensee in order to operate the Radio Equipment at its Ground Segment Facilities with specific terms and conditions.
- 5.02 The licensee shall not import/purchase any telecommunication/radio apparatus for its network without taking prior permission from the Commission.
- 5.03 The spectrum assignment to the licensee will be inclusive of Guard Bands to avoid interference with other satellite and terrestrial services.
- 5.04 In case of this Operator license is cancelled or terminated for any reason, the spectrum assignment shall be cancelled.
- 5.05 The assigned frequency shall stand automatically cancelled if it is not used within 1 (One) year from the date of assignment unless the Commission decides otherwise.
- 5.06 The assigned frequency shall stand valid for a term of 15 (fifteen) years or the life time of that specific satellite. Upon the expiry of the life time of that satellite the licensee shall notify Commission and the frequency assignment and permission to use radio communication apparatus will be cancelled accordingly.
- 5.07 Within the land or territorial waters of Bangladesh or in the space above them, the assigned frequency and radio apparatus or any right there with, wholly or partly, are not transferable by any means whatsoever, and, therefore, cannot be sold, let, pledged, hypothecated, mortgaged, charged or encumbered or in any other manner transferred by the licensee to any person or institution or Company or organization. Any such charge, transfer, hypothecation, pledge or encumbrance of these equipments and any agreement, power of attorney or any other document executed in connection with such desired transaction shall be void *ab initio*

and, hence, shall be without lawful authority and of no legal effect. This provision shall survive termination or cancellation of the License or frequency assigned howsoever caused.

- 5.08 The licensee shall not lease its transponder capacity to any person or institution or Company or organization for any particular service unless the lessee (i.e. DTH Operator, Satellite Television Operator, VSAT Hub Provider, ISP operator, Individual User etc.) is authorized by the Commission to provide that particular service with appropriate spectrum assignment within the land or territorial waters of Bangladesh or in the space above them. After the assignment of the spectrum from the Commission the lessee will apply to the Licensee for required number/amount of transponder bandwidth. However, the licensee can lease out transponder bandwidth to foreign stakeholders outside the territory of Bangladesh but within the coverage area of that respective satellite with prior Government approval and an intimation to the Commission.
- 5.09 The annual Station Charge mentioned in clause 7 of this License shall be applicable to the licensee.
- 5.10 The Commission reserves the right to make any change in the Station Charge from time to time and the Licensee shall abide by the decision of the Commission.
- 5.11 If the Licensee fails to pay the charges in time, the amount due should be paid along with late fee as determined by the Commission from time to time.
- 5.12 The Commission reserves the right and authority to cancel or revoke the assignment of the frequency, fully or partially, without prejudice to the right and authority to take any other lawful action, for any of the following reasons:
- (i) National Security or National Interest;
 - (ii) Non-compliance or violation of any of the license conditions;
 - (iii) Non-payment of any dues where the Licensee has been failed to pay within the time period specified by the Commission in the final notice unless the matter is pending for any judicial adjudication with interim order; or
 - (iv) Any other reasonable cause deemed to the Commission fit and proper within the scope of Bangladesh Telecommunication Regulatory Act-2001.
- 5.13 The frequency, being a scarce national resource, the Licensee shall ensure optimal use of the frequency, so assigned or reassigned. The Commission reserves the right to make modification of the frequency assignment/reassignment and recover the excess frequency not in use from the Licensee pursuant to modification or future assignment/reassignment of frequency actually required by the Licensee. Any modification of frequency assignment/reassignment made by the Commission shall be final and binding upon the Licensee.
- 5.14 The Licensee shall obtain separate License/ NOC to use radio equipment from the Commission upon payment of prescribed fees.
- 5.15 The Licensee shall follow the directive(s)/ Instruction(s) that will be issued from the Commission on Satellite Network Filing and Co-ordination, Space Segment Management, Interference Mitigation and Authorization of Landing Rights.

6. COVERAGE AREA

The Licensee is allowed to operate and facilitate services to all of its satellites coverage areas.

7. FEES AND CHARGES

- 7.01 Following non-refundable fees and charges shall be applicable to the Licensee. These fees and charges are excluding of fees, charges, VAT and taxes imposed by any other competent authority. In such cases, those fees, charges, VAT and taxes shall be paid to the authority as decided by the Government.

License Acquisition Fee	BDT 25 (Twenty-five) Crore
Annual License Fee	BDT 5 (Five) Crore
Gross Revenue Sharing	0% (zero percent) for 1 st two years 1% (one percent) of annual audited gross revenue from 3 rd year to 5 th year 2% (two percent) of annual audited gross revenue from subsequent years
Social Obligation Fund	0% (zero percent) for 1 st two years 1% (one percent) of annual audited gross revenue from subsequent years
Station Charge	As per the Station Charge Rate mentioned in sub-clause 7.03(e) of this License shall be applicable to the licensee

- 7.02 The Licensee shall pay all the required fees within the stipulated time frame given hereafter. All fees, charges etc. paid by the Licensee are non-refundable. All fees, charges etc. paid by the Licensee are payable in favor of Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh.

- 7.03 (a) **License Acquisition Fee:** The Licensee shall pay license acquisition fee amounting to BDT 25 (Twenty-five) Crore and applicable VAT thereon in BDT within 30 (thirty) Gregorian calendar days from the date of issuance of the notification letter;
- (b) **Annual License Fee:** The Licensee shall, for the second and subsequent years of operation, pay annual license fee amounting to BDT 5 (Five) Crore and applicable VAT thereon in BDT. This fee is payable by the Licensee in advance on each anniversary of the date of the issuance of License;
- (c) **Gross Revenue Sharing with the Commission:** The Licensee shall share its annual audited gross revenue as mentioned above with the Commission on a quarterly basis within the first 10 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that financial year. If there has been any underpayment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission.
- (d) **Social Obligation Fund:** The Licensee shall pay, from 3rd year, 1% (One percent) of the annual audited gross revenue on a quarterly basis as social obligation within the first 10 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that financial year and if there has been any under payment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any over payment by the Licensee, the

Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission. The percentage of subscription to Social Obligation Fund (SOF) may be changed from time to time by the Government.

(e) **Station Charge:**

(i) For Telemetry, Tele-command and Tele-approach radio station per frequency = BDT 2 (Two) Thousand per annum.

(Here per frequency should mean per Kilo Hertz of frequency in a specified bandwidth to be used by the system)

Example:

Sl No.	Frequency (KHz)	Rate (in Taka)	Total (in Taka)
01.	1 KHz	2000.00	2000.00
02.	1000 KHz (i.e. 1 MHz)	2000.00	2,000,000.00

(ii) In case of Standby or supplementary Telemetry, Tele-command and Tele-approach radio station a quarter of the above mentioned charge will be applicable.

(iii) This fee is payable with applicable VAT and taxes thereon in BDT.

(f) The fees and charges as described above shall have to be paid within the stipulated time. The due amount may be paid within 60 (sixty) Gregorian calendar days after the due date by paying late fee as fine at the rate of 15% (fifteen percent) per annum as compensation to the Commission, without prejudice to rights and authorities of the Commission to take any action as per law. If the amount is not paid within the 60 (sixty) Gregorian calendar days as stipulated, necessary actions shall be taken by the Commission as per the provisions of the License and the Act.

8. TARIFF AND CHARGE

8.01 The Licensee shall before providing any service, seek approval of the Commission in writing:

- (i) mentioning the tariff chart/schedule containing the maximum and minimum charges that it proposes to charge for the Service, and its justification for the charges, and
- (ii) the description of the Service, the terms and conditions and all other relevant information that it proposes to publish to its customers. The information to be published must be in a form which is readily available, current and easy to understand.

8.02 The Licensee shall not start providing any service before obtaining the written approval of the Commission for its tariff and shall comply with any conditions imposed by the Government.

8.03 The Licensee shall obtain the written approval of the Government/Commission before making any changes to the approved tariff charges.

8.04 The Government/Commission shall have the right to determine the tariff in the manner as contemplated under section 48 of the Act as and when necessary.

- 8.05 The Licensee shall have to offer all of its services within the tariff limit as approved by the Government/Commission. The Commission may change/fix the tariff offered by the Licensee within the limit approved by the Government.

9. QUALITY OF SERVICE OBLIGATION

- 9.01 The Licensee shall have the obligation to provide the quality of services as stated in the Regulations/Directives/ Instructions/Orders/Guidelines for QoS issued by the Commission from time to time.
- 9.02 The Licensee shall achieve the QoS standards as set out by the Commission from time to time based on the recommendations/standards of International Standard Organizations, best practices and maintain records of the same. The Commission may inspect these records and the Licensee shall furnish certified copies of such reports to the Commission upon demand or at scheduled intervals.
- 9.03 The Commission may vary, change, amend, modify or revise the QoS standards from time to time with the prior approval of the Government and the Licensee shall comply with the new QoS standards imposed within the time period stipulated by the Commission. The Licensee shall submit to the Commission half yearly reports on its compliance with each of the QoS standards within the 15 (fifteen) working days after every six months, in such form as may be stipulated by the Commission.
- 9.04 If the Licensee fails to meet the QoS standards, the Commission may take necessary legal actions and also may impose the penalties set out by the Commission from time to time.
- 9.05 The Licensee may be allowed any exception beyond its reasonable control such as fire, flooding and industrial disputes, provided that it promptly notifies the Commission and/or where applicable the other Licensees, of the facts and circumstances giving rise to such inability to comply and takes any commercially reasonable action necessary to correct any fault or avoid any such circumstances so as to re-establish compliance with the QoS standards as soon as possible.
- 9.06 The Commission may carry out tests on the quality of the Licensed Services and the Licensed System and the Licensee shall extend full co-operational and assistance for the purpose including provision of test instruments and equipment.
- 9.07 The Licensee shall install the equipment for monitoring its QoS as directed by the Commission from time to time.

10. SHARING OF FACILITIES

The Licensee shall comply with the provisions of the Rules/ Regulations/ Policies/ Licensing conditions/ Directives/ Guidelines/ Instructions/ Orders/ Circulars/ Decisions/ Notices and instruments under any name whatever regarding infrastructure sharing issued by the Commission from time to time if applicable.

11. ANTI-COMPETITIVE CONDUCT, UNFAIR COMPETITION AND DISCRIMINATION

- 11.01 **Anti-Competitive Conduct:** The Licensee shall not engage in anti-competitive conduct which in the view of the Commission inhibits or impedes fair competition including exploiting a position of dominance such as to unreasonably restrict competition. Acts of anti-competitive conduct include, but not limited to, engaging in predatory price cutting which may be implied where:

- (i) a service is priced at less than marginal costs for 2 (two) consecutive months;
- (ii) such costs are likely to drive competition out of the market or deter competitors from entering the market;
- (iii) the Licensee is able to recoup the full amount of the loss incurred during the period of price cutting,
- (iv) engaging in cross subsidizing where the revenues for a service is used to unfairly cross subsidize the price of other services or equipment;
- (v) engaging in unfair pricing such as to reduce or eliminate competition including fixing prices for services or equipment at a level which cannot be re-sold with a margin of profit to user/subscribers;
- (vi) entering into exclusive arrangements which deny competitors access to services or equipment.

11.02 Unfair Competition: The Licensee, on his own or through a third party, shall not engage in any practice which unfairly restricts or is likely to restrict existing competition in the national telecommunications industry or which deters or restricts or is likely to deter or restrict new Licensees into the national telecommunications industry including, but not limited to, engaging in the following practices:

- (i) asserting false or misleading claims on the availability, price or quality of its Services or Systems or the Services or Systems of any other Licensee or competitor;
- (ii) degrading the availability or quality of a Licensee or competitor's Services or Systems or unfairly raising their business, operational or technical costs;
- (iii) unlawfully interfering with the suppliers or user/subscribers of the Licensee or its competitors; or
- (iv) providing false or misleading information to other Licensees or competitors or to any third party.

11.03 Discrimination:

- (i) The Licensee shall not unreasonably discriminate nor shall create any inconvenience to any person, group or class of persons, nor shall it give any unfair or unreasonable preference to itself or any other person in, amongst other things, the performance, price, terms and conditions of the Services provided.
- (ii) The Licensee shall provide the Services to any individual in Bangladesh and also to any particular location as directed by the Commission in writing.

11.04 All financial transactions (in local and foreign currency) in relation to the License shall be through Scheduled Bank(s) mentioned as per the direction of Bangladesh Bank from time to time. The Licensee shall inform the Commission of the details of the accounts in operation.

12. INTERCONNECTION

The Licensee shall follow the provisions of the Act and the Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulations, 2004 (BTRC Regulations No. 2 of 2004) for the matters related to interconnection. The Commission reserved the right to direct the Licensee for the matters related to interconnection from time to time.

13. ALTERATION OF NETWORK

The Licensee shall, at its own expense, alter the course, depth, position or mode of attachment of any apparatus forming part of its Licensed System which may cause hazard to human life/environment and is deemed against the public interest within such reasonable time and in such manner as may be directed by the Commission.

14. MONITORING SYSTEM

14.01 The Licensee shall allow the Commission to monitor its system. The Commission reserves the right to inspect the systems at any time without giving any prior notice. The Commission may direct the Licensee to submit the relevant information to the Commission from time to time. The decision of the Commission in this regard shall be binding to the Licensees.

14.02 The Licensee shall keep enough provision against cyber threats/attacks in its systems and network and shall take applicable measures to protect its customer from possible cyber threats. They shall abide by Cyber Security Order/Decision/Guidelines/Directives/Instructions issued by the Government/Commission.

15. LI COMPLIANCE

15.01 The Licensee shall have to connect monitoring system from the inception of their operation to NTMC/LEA/DSA and BTRC. The Licensees shall comply with the decision of the Commission/NTMC/LEA/DSA for LI compliance.

15.02 The Licensee shall have the provision to install monitoring equipments with proper redundancy at National Telecom Monitoring Center (NTMC)/Law Enforcement Agency (LEA)/Digital Security Agency (DSA).

15.03 The Commission, NTMC, DSA and LEA should have access to all user log, network configuration of the Licensee so that the Commission and LEA may collect and observe any information of the user/subscribers/operators/distributors/retailers for monitoring/maintain/controlling National Security, law and order situation.

16. FRAUD MANAGEMENT

The Licensee shall formulate, install and implement an effective Fraud Management system/process proactively to combat all types of fraudulent activities. The Licensee shall follow the related directives issued by the Commission from time to time.

17. INFORMATION AND INSPECTION

17.01 The Commission or its authorized representatives shall have the right to enter and inspect the offices, places and premises where the Licensee has installed the Systems. The Licensee shall provide all information as may be required by the Commission and provide demonstration of the Services and the Systems if so deemed necessary.

- 17.02 The Commission or any person authorized by the Commission shall take copies of records, documents and other information relating to the Licensee's business for the purpose of enabling the Commission to perform its functions under the Act and provisions of the License. The Licensee shall promptly deliver any information or documents to the Commission upon request.
- 17.03 The Commission may appoint or engage its representatives to conduct surveys or to generate reports or studies for various matters including Quality of Service (QoS), Spectrum Monitoring and the Licensee shall provide all persons so authorized by the Commission with reasonable assistance as well as access to any information or document.
- 17.04 The Commission or any person authorized by the Commission shall have access to any premises of the Licensee and to inspect any radio communication equipment or documents including accounts or other records at any time to ensure compliance with the provisions of the License and the Regulatory Framework.

18. REPORTS

- 18.01 The Licensee shall furnish to the Commission on a half-yearly basis the information on the type and capacity of its installations, the number of user/subscribers, the number and type of end-user connectivity, pending demand, Fraud Management, Quality of Service (QoS) reports, traffic data of each installation as well as the type and capacity of the transmission links. The Licensee shall also be required to furnish any information on Systems and Services any time if asked for by the Commission.
- 18.02 The Licensee shall publish Annual Report within 6 (six) months of the end of each financial year. The Commission may, from time to time, issue guidelines for the purpose, which will be obligatory on the Licensee to follow. In addition, the Licensee shall submit to the Commission at least 10 (ten) copies of the audited financial report that will contain its balance sheet, profit and loss account, cash flow statements, network expansion, position of different services provided offered to the user/subscribers, number of user/subscribers connected or waiting for connection etc.

19. CHANGES IN SHARE CAPITAL

- 19.01 The Licensee shall obtain prior written approval of the Commission before making any change in its ownership, shareholding and management structure. Any change in the ownership, shareholding and management structure shall not be valid or effective without prior written approval of the Commission. In this case the commission shall follow section 37(2)(i) of Bangladesh Telecommunication Regulation Act, (2001).
- 19.02 In case of merger/amalgamation with any other entity, the Licensee shall take prior written approval of the Commission.
- 19.03 The terms and conditions including fees and charges imposed by the Government/Commission regarding changes in its ownership, shareholding and management structure and merger/amalgamation shall be binding on the Licensee.

20. TRANSFER, ASSIGNMENT AND PLEDGE OF LICENSE AS SECURITY

- 20.01 This License and any right accrued hereunder shall not be transferred without the permission of the Commission, wholly or partly, and as such transfer, if any shall be void.

- 20.02 Satellite Operator's license will be issued to all, irrespective of Bangladeshi (resident citizens, non-resident Bangladeshi (NRB), proprietorships, partnerships-under the Partnership Act, 1932 and companies registered under 'Joint Stock Companies and firms under the Companies Act 1994) or Foreign entities (citizens, companies or subsidiaries or holding companies). Foreign Partnership or Joint Venture is also permitted.

In case of foreign investment, the entity shall invest foreign currency directly according to its percentage of ownership and shall not be allowed to take any loan from any Bangladeshi Schedule Bank/ Financial Institution / Leasing Company. After fulfilment of rollout obligation, if loan is required for operational purpose/business expansion, the entity can take maximum 20% of its total loan from any Bangladeshi Schedule Bank/ Financial Institution / Leasing Company. In that case, the entity shall take prior permission from the Commission. The existing licensee having loan more than 20% of its total loan from any Bangladeshi Schedule Bank/ Financial Institution / Leasing Company shall reduce their loan to 20% within 05 years from the date of amendment of this Guideline. By any means this License shall not be assigned or pledged as security when taking loans. The foreign entity shall comply with all the rules, regulations and instructions of Bangladesh Bank, Bangladesh Investment Development Authority (BIDA) and any other competent authority of Bangladesh.

- 20.03 The License shall be liable for the terms and conditions of the loan(s) taken from other local/foreign banks/financial institutions during launching of satellite.
- 20.04 The Licensee shall not subcontract out any part of the Services or the System without prior approval of the Commission. The Licensee may appoint agents or independent contractors or sub-contractors to carry out works or provide services which enable the Licensee to discharge its duties and obligations under this License provided always that the Licensee shall be liable for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.

21. TECHNICAL, FINANCIAL AND COMPLIANCE AUDIT

- 21.01 The Commission will take initiative for annual technical, financial and compliance audit of the Licensee at any time. The audit team authorized by the Commission shall have the right for auditing technical, financial and compliance position of Licensee for any year. The Licensee shall comply and shall furnish all relevant information and documents as sought by the audit team. The Licensee shall preserve all the relevant data/information for technical and financial audit as per the laws of the land. The directives/decisions/instructions of the Commission regarding technical, financial and compliance audit shall be binding on the Licensee.
- 21.02 The audit team authorized by the Commission shall have the access to the computerized accounting system of the Licensee as and when deemed necessary by the Commission.

22. EMERGENCY CRISIS MANAGEMENT

- 22.01 The Licensee shall have an organized emergency crisis management team to take necessary action(s) to save telecom and other related infrastructure.
- 22.02 The Licensee shall provide the information of emergency crisis management team and other relevant preparations for saving the system from disaster.

22.03 The Licensee shall provide the information of preparation to restore their system that sustained losses from disaster.

22.04 The Commission may direct the Licensee regarding emergency crisis management from time to time.

23. ACCESS TO EMERGENCY SERVICES

The Licensee shall comply with other requirements imposed by the Commission in relation to emergency services from time to time.

24. NATIONAL EMERGENCIES

24.01 The Licensee shall facilitate and cooperate with all relevant Government bodies, departments and official agencies for the provision of the services in the event of national emergencies or in matters relating to national security.

24.02 In the event of any war or war situation, internal national disorder (including strikes/hartals), urgent state affairs or situations demanding national security, the Government may use equipment and the Systems used by the Licensee for its network.

24.03 In case of national emergency, declared by the President, the Government may suspend any particular activity of or a particular service provided by the Licensee. For public interest, the Government may take over the possession of the Licensee's installations along with its employees to operate the systems during the period of such emergency.

25. STANDARD CONTRACT

25.01 The Licensee shall prepare a standard contract of service for use with its local and/or overseas customers whatsoever. The Licensee shall file the standard contract and amendments of the standard contract thereto from time to time, to the Commission for its approval.

25.02 The standard contract, as approved by the Commission, shall apply to all customers that obtain Satellite services from the Licensee.

26. INITIAL PUBLIC OFFER (IPO)

26.01 The Licensee may float its share to Initial Public Offer (IPO) as per the rules and regulations of the Security Exchange Commission of Bangladesh and in accordance with other prevailing laws of Bangladesh with the prior approval of the Government (in case of Government owned company)

26.02 No permission will be required from the Commission for transfer of shares in Secondary Market after floating IPOs.

27. BILLING

27.01 The Licensee shall provide to the user/subscribers a clear and concise statement of charges timely and regular basis. This statement shall reflect the prices, terms and conditions for any applicable price or service plans which the user/subscriber has subscribed to and the due date of payment before late charges are incurred. The Licensee shall not bill its user/subscriber(s) for any charges which it has not disclosed to the user/subscriber(s) in its published tariff and/or terms and conditions.

- 27.02 The Licensee shall take all reasonable steps to ensure that its billing systems and any metering equipment used in connection with the Service are reliable and accurate and capable of providing user/subscribers with itemized billing if so requested.
- 27.03 The Licensee shall keep record of metering equipments used in such form as may be specified by the Commission and shall supply such record as and when called for by the Commission.

28. ACCOUNTS

- 28.01 The Licensee shall maintain accounts and other records, in accordance with acceptable accounting practices. The Licensee shall at all times, maintain full and accurate books of accounts and other records reflecting all financial matters, in accordance with the sound and acceptable accounting practices. The Commission reserves the right to issue accounting instruction/direction/order/decision to the Licensee from time to time.
- 28.02 The Licensee shall submit certified copies of its financial records and yearly audited accounts to the Commission. The Commission shall have the access to originals of such records and accounts as and when required.
- 28.03 The Licensee shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues. The Commission shall have the access to computerized accounting system of the Licensee as and when deemed necessary by the Commission.

29. SUBSCRIBER CONFIDENTIALITY

- 29.01 The Licensee shall maintain confidentiality in respect of all information provided by the user/subscriber except disclosure in the following situations:
- (i) where the disclosure of the information is necessary for the purposes of detecting, preventing or investigating crime in which case disclosure should only be made to persons authorized by the Commission or LEA/NTMC/DSA,
 - (ii) where disclosure is deemed necessary by the Commission or other national security agencies and law enforcement agencies, where such disclosure should only be made to persons authorized by the Commission or LEA/NTMC/DSA, and
 - (iii) where disclosure is ordered by a court of competent jurisdiction or so provided by law.
- 29.02 The Licensee may only use any information provided by a user/subscriber for the following purposes:
- (i) internal planning, provisioning and billing for Services,
 - (ii) other purposes approved by the Commission; and providing assistance to national security agencies and law enforcement agencies as specified by law.

30. COMPLAINTS AND CONSUMER PROTECTION

- 30.01 The Licensee shall prepare a customer charter of rights that sets out the minimum standards of service to the customers/user/subscribers of the Licensee and gives guidance to the employees of the Licensee in their dealings with customers and user/subscribers. This

charter shall be prominently displayed at all premises of the Licensee, and a copy shall be provided to customers upon request.

- 30.02 The Licensee shall publish information about the Services it provides in a form which is easily available to consumers. This shall cover inter alia a description of the Services, the pricing plans, terms and conditions, procedures for billing, bill enquiries and complaints, the provision of fault repair services and all other relevant information relating to the provision of the Services and other telecommunications equipment.
- 30.03 The Licensee shall inform user/subscribers of all its obligations under this License and in particular highlight to its user/subscribers the Licensee's obligations of confidentiality and specific use of information.
- 30.04 The Licensee shall operate a consumer friendly system which will allow user/subscribers to lodge complaints to the Licensee in the event of a breach of any of the terms and conditions of this License.
- 30.05 The Licensee shall submit to the Commission and make publicly available at the end of the Licensee's financial year or upon demand by the Commission, a report indicating the number of complaints received from user/subscribers, the nature of such complaints and the steps taken by the Licensee to address those complaints. The Licensee shall prepare the report in a format prescribed or approved by the Commission.
- 30.06 In the event that the Licensee intends to terminate all or part of the Services, the Licensee shall notify the Commission in writing promptly and in any case at least 30 (thirty) days prior to the intended date of termination of the Service, and provide such information and assistance the Commission may require to ensure that the interests of its customers and the public are adequately safeguarded.
- 30.07 The Licensee shall promptly attend the complaints of the user/subscriber and shall maintain records of complaints and their resolution and shall make those available for inspection by the Commission as and when necessary.
- 30.08 The Licensee shall build up a management information system for customer services.
- 30.09 The Licensee shall put into effect a mechanism to settle probable complaints, objections and disputes with the user/subscribers which shall be informed to the Commission.
- 30.10 Any decision of the Commission in respect to ensure the consumers' protection shall be binding on the Licensee. The consumer charter shall provide commitments by the Licensee to consumers in respect to the standard and quality of the licensed service. The Licensee shall also establish and maintain substantial number of Consumer Complaint Centre/Customer Care Centre to provide quality services to its Customers/User/Subscribers as envisaged in Section 59 of the Act.

31. COMPLIANCE WITH LAW

- 31.01 This License is subject to the terms and conditions contained herein and to the Act, Rules and Regulations. In the event of any conflict or inconsistency between the provisions of this License, and the provisions of the Act, Rules or Regulations, the provisions of the Act, Rules and Regulations shall prevail.
- 31.02 The Licensee shall establish, maintain and operate its licensed system, and shall provide the licensed services, in compliance with the laws of Bangladesh.

31.03 The Licensee shall at all time co-operate with the Commission and its authorized representatives in the exercise of the functions assigned to the Commission under the Act. The Licensee shall comply with all orders, determinations, directives and decisions of the Commission.

31.04 The Licensee shall follow the related Act, Ordinance, Order, Rules, Regulation(s), by law(s), Guidelines/Directives/Orders and Decisions issued in the countries where the services of the Licensee are feasible.

32. CONTENT AND FORMAT OF BILLS

32.01 The Licensee may determine the content and format of its bills to customers provided that:

32.01.1 in relation to a customer, the bill reflects the types of service and the units for which charges are made including, but only to the extent requested by the customer.

32.01.2 the Licensee retains in its records information sufficient:

(a) to identify for customers the basis of the amount charged for use of its communication services; and

(b) to provide the Commission with an independent quality assurance that the billing process complies with the requirements set out above.

32.02 The Licensee shall maintain appropriate billing processes to enable the Licensee to comply with the billing requirements of conditions of the Commission.

33. CODE OF COMMERCIAL PRACTICE

The Licensee shall publish within 6 (six) months of the Effective Date, a code of commercial practices approved by the Commission. The code of practice shall include, at a minimum provisions covering the following issues:

33.01 A commitment to take steps to remedy service interruptions as soon as reasonably possible and to provide reasonable credits to customers for lengthy outages;

33.02 Protection of the privacy of information transmitted over the Licensed System;

33.03 Maintenance by Licensee of the confidentiality of customer information;

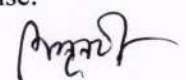
33.04 Procedures for resolving disputes between Licensee and customers; and

33.05 Availability to customers of information concerning their accounts with the Licensee; and

33.06 Commitment by the Licensee to customers in respect of standard and quality of Licensed Services.

34. PRIVACY OF COMMUNICATIONS

34.01 The Licensee shall not monitor or disclose the contents of any communication conveyed over its licensed system except to the extent necessary for the purpose of maintaining or repairing any part of the licensed system or monitoring the Licensee's quality of service, or except as required by the Act, the Rules, Regulations and conditions of this License.



- 34.02 The Licensee shall take reasonable measures to safeguard its Licensed System from unauthorized interception of communication carried on the Licensed System.

35. FORCE MAJEURE

Notwithstanding anything contained in this License, if the Licensee shall be rendered unable to carry out the whole or any part of its obligations under this License for any reason beyond the control of the Licensee, including but not limited, to acts of God, strikes, war, riots etc, then the performance of the obligations of the Licensee as it is affected by such cause shall be excused during the continuance of any inability so caused provided that the Licensee has taken all appropriate precautions and reasonable measures to fulfill its obligation and that it shall within 14 (fourteen) days of its first occurrence notify to the Commission the same and cause of such inability and its efforts to remove such cause and remedy its consequences.

36. HARASSING, OFFENSIVE, UNSOLICITED OR UNLAWFUL COMMUNICATION

- 36.01 The Licensee shall take all reasonable steps to track and prevent the source of harassing, unsolicited, offensive, fraudulent or unlawful communication.
- 36.02 The Licensee shall take appropriate action to protect the public from harassing, offensive, fraudulent or unlawful communication. Such direction may require the Licensee to co-operate fully with and/or provide relevant information to such other parties identified as being competent authorities by the Commission in its direction; and
- 36.03 The Licensee shall, at the request of the Commission, terminate service to any customer that is the source of harassing, offensive or illegal communication.

37. HEALTH AND ENVIRONMENTAL HAZARDS

- 37.01 The Licensee shall ensure the use of energy efficient, environmental friendly network equipment (Green Telecom) and also ensure proper safety for health hazard issues nearer to locations of installations.
- 37.02 The Licensee shall have the obligation to stop all types of radiation which are harmful to the environment and public health. The Licensee shall follow the guideline/recommendations issued by the International Commission on Non-Ionizing Radiation Protection (ICNIRP) and any other related UN organizations. The Licensee shall also comply with the directives/instructions/guidelines/decisions regarding health and environmental hazards issued by the Commission from time to time.
- 37.03 The Licensee shall not install any transmitter located near any hospital premises or airports without prior notification and due approval from the Commission.
- 37.04 Earth Stations shall not be located within 1(One) km of the geographical boundary of an airport and international border. All towers shall be duly fenced to prevent disruption of aeronautical operations.

38. TERMINATION OF THE LICENSE

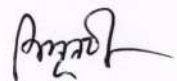
The License shall remain in force until it is terminated by one of the following events:

- (i) The term of the License expires without renewal;
- (ii) The Licensee agrees to the termination of this License; or

- (iii) The License is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this License.
- (iv) Early expiry of the life time of the satellite

39. SUSPENSION, CANCELLATION AND FINES

- 39.01 The Commission with prior approval of the Government may, in any of the events specified in Section-46 of the Act, suspend or cancel the License issued under this guideline and/or impose fine as mentioned in Section 46(3) of the Act.
- 39.02 Apart from the Clause mentioned above, the Commission may take necessary steps under Section 63, 64, 65 of the Act for any violation of any condition of this License.
- 39.03 The Commission with prior approval of the Government may cancel the License and the Licensee shall be liable for action as per the Bangladesh Telecommunication Regulation Act, 2001 on the following grounds including but not limited to t
- (i) that any information furnished in the Application form for obtaining the License is found incorrect/false which is mala fide,
 - (ii) that the Applicant obtain the License hiding the information as mentioned in the guidelines and the Act and the reason for not providing the information is unacceptable,
 - (iii) that required fees and charges are not paid by the Licensee as per the terms and conditions of the License within the time period mentioned in the final notice unless the matter is pending for any judicial adjudication with specific interim order,
 - (iv) that the Licensee is involved with illegal call termination and failed to adopt appropriate measures as per direction of the Commission in this regard,
 - (v) that the Licensee has failed to follow the directions of the Commission to prevent its user/subscriber from illegal call origination and termination activities.
 - (vi) that the Licensee has transferred any share or issued of new shares without prior written permission of the Commission which is approved by the Government except secondary share transfer.
 - (vii) that the Licensee has disclosed or is involved with any disclosure of any information to anybody/performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony,
 - (viii) that National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the Licensee and the Licensee has failed to comply with the instructions of the competent authority,
 - (ix) that the Licensee fails to maintain authenticated registration database of user/subscribers according to the instructions of the Commission or hides any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its user/subscribers and/or the Commission as per service obligations; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities,



- (x) that the Licensee fails to obtain equipment for measuring harmful radiation from their installed radio equipment according to ICNIRP any other related UN organizations on to furnish revenue sharing to the Commission.
- (xi) that the Licensee violates or purports to violate any terms and/or conditions under this Guideline/Any Regulations/Directives/Instructions/ Orders/ Circulars/ Decisions etc. of the Commission.
- (xii) that the Licensee violates any conditions of the License.

40. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

- 40.01 In the event of suspension of the License under provisions of the Act, the Commission may engage any agency or administrator by examining the financial position, profit and loss of the Licensee. The rate and fees of agency/administrator on such tenure shall be decided by the Commission to operate and maintain the systems and services in order to continue with and fulfill the obligations of the Licensee towards its user/subscribers. The Licensee shall not have any claim for any compensation or any right on the revenue for the same.
- 40.02 Cancellation or suspension of License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or this License.

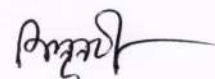
41. AMENDMENTS

Any fees/charges and any of the terms in the License may be amended, varied or revoked in accordance with the Section-39 of the Act. In case of amendment(s) proposed by the Government/ Commission, notice will be served to the Licensee informing the reasons for the proposed change.

42. MISCELLANEOUS

- 42.01 The License shall ensure the proper insurance of the satellite and its ground station(s) along with relevant valuable systems and equipments.
- 42.02 The License shall comply with the terms and conditions of contract(s) executed with other local/foreign authorities during launching of satellite.
- 42.03 Any dispute, controversy or claim arising out of, or in connection with, this License, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall binding.
- 42.04 If not mentioned in the particular clause, the exchange rate of foreign currency and BDT shall be the foreign currency selling rate on the day preceding the date of payment of Bangladesh Bank.
- 42.05 The Licensee shall follow the Code of Practice as approved by the Commission from time to time. The decision of the Commission in this case is binding on the Licensee.
- 42.06 The Licensee shall ensure that the licensed system and the licensed services do not cause any damage to, or interference with, any communication systems or communication services of any other Operator.

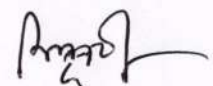
- 42.07 The Licensee shall conduct its operations and shall establish its licensed system in a manner so that it is not a safety hazard and is not contravention of any relevant law, rule or regulation.
- 42.08 The Licensee shall not discontinue providing licensed services in any area unless the Licensee notifies the Commission, probable affected customers and other stakeholders at least 90 (ninety) days prior written notice of such discontinuation. The Licensee shall take prior written approval from the Commission before such discontinuation of service. However, services to the affected user/subscribers may be disconnected as per the "Service Level Agreement" approved by the Commission.
- 42.09 The Licensee shall not violate any Intellectual Property Rights of any person, body or associations and shall be held responsible for any such violation under the relevant laws of the land.
- 42.10 If any dispute arises between the Licensees or between the Licensees and user/subscribers, the parties shall first attempt to resolve the differences in an amicable manner. If a settlement is not reached then the matter shall be referred to the Commission for resolution and the decision of the Commission thereon shall be binding upon the parties.
- 42.11 The Licensee shall take prior written permission for formation of any company/joint venture entity/partnership entity in Bangladesh for providing any type of telecom related services. The Licensee shall also have to take prior written permission for holding share in or being a partner of the existing entity who is providing any telecom service in Bangladesh.
- 42.12 The Commission and/or any other Government departments shall not be liable for any loss, damage, claim, charge, expense which may be incurred as a result of or in relation to the activities of the License, its employees, agents or authorized representatives.
- 42.13 All directions issued by the Commission shall remain confidential and the Licensee shall not disclose the same unless with the prior approval of the Commission.
- 42.14 Notwithstanding anything contained elsewhere or in this License the Commission reserves the right at its discretion to make the terms and conditions of this License publicly available in any media and format whether on the Commission's or any other official Government website, in any manner it deems fit and proper.
- 42.15 The Licensee shall pay the necessary fees and charges and furnish the necessary documents in a timely manner.
- 42.16 Only equipment models or types approved by the Commission shall be used in licensed radio communications networks and systems. In case of an equipment model or type has not been approved, clearance for the use of such equipment must be obtained from the Commission.
- 42.17 The Licensee shall follow the ITU-R recommendations to the use of radio communications equipment and as directed by the Commission from time to time.
- 42.18 The Licensee shall observe the requirements of any applicable international conventions on communications to the extent that such a convention imposes obligations on Bangladesh unless expressly exempted by the Commission.



- 42.19 The Licensee shall take prior written permission from the Commission before selling any of its equipment which are used to operate the satellite under its SOCC, NOCC and Ground Station Facilities and Maintenance.
- 42.20 All correspondence from the Commission shall be in writing and shall be sent to the Licensee's official place of business.
- 42.21 None of the provisions of this License shall be deemed to have been waived by any act of or acquiescence on the part of the Commission, but only by an instrument in writing signed/issued by the Commission. No waiver of any provision of this License shall be construed as a waiver of any other provision or of the same provision on another occasion.
- 42.22 Unless repugnant to the context—
- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of this License;
 - (ii) the words importing the singular or plural shall be deemed to include the plural or singular respectively;
 - (iii) any expression in masculine gender shall denote both genders;
 - (iv) any reference in this License to a person shall be deemed to include natural and legal persons;
 - (v) all references to legislation or License or directions issued by the Commission shall include all amendments made from time to time;
 - (vi) the term 'or' shall include 'and' but not vice versa;
 - (vii) any reference in this License to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication.
- 42.23 This License shall be governed by and construed in accordance with the laws of Bangladesh.
- 42.24 This License is issued with the approval of the appropriate authority.

Signed on thisday of 20.....
for and on behalf of the
Bangladesh Telecommunication Regulatory Commission

Director General
Legal and Licensing Division
BTRC



Md. Nurannabi
Director (Licensing)
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission