

PAKISTAN TELECOMMUNICATION AUTHORITY

PTA Headquarters Building F-5/1 Islamabad, Pakistan

(www.pta.gov.pk)

Licence No. TT - _____

Dated: _____

TELECOMMUNICATION TOWER LICENCE ISSUED UNDER SECTION 5 OF THE AZAD JUMMU AND KASHMIR COUNCIL ADAPTATION OF PAKISTAN TELECOMMUNICATION (RE-ORGANIZATION) ACT, 2005, NORTHERN AREAS TELECOMMUNICATION (RE-ORGANIZATION) (ADAPTATION AND ENFORCEMENT) ORDER, 2006, READ WITH SECTION 21 OF THE PAKISTAN TELECOMMUNICATION (RE-ORGANIZATION)(AMENDMENT) ACT, 2006 OF THE PAKISTAN TELECOMMUNICATION (RE-ORGANIZATION) ACT, 1996

The Pakistan Telecommunication Authority (“Authority”) hereby grants a non-exclusive licence

to: [insert name ,address]

_____ (the “Licensee”)

to provide the licensed Services in Azad Jammu & Kashmir and Northern Areas to establish, maintain, lease, rent and sale Telecommunication Tower Facilities, subject to the terms and conditions contained in this licence.

For and on behalf of the Authority,

DIRECTOR GENERAL (Wireline)

ARTICLE -I

GRANT OF LICENSE

1.1 SCOPE OF THE LICENSE

1.1.1. This license authorizes a firm/ person to establish and maintain the following Telecom Infrastructure Facilities to lease, rent out or sell to Telecom Operators licensed/ registered by the Authority on mutually agreed terms strictly keeping in view their license/ license conditions:

- (a) Telecommunication Towers,
- (b) Such other Telecommunication infrastructure as the Authority may, by Regulation, require.

1.1.2 The Licensee shall not provide any telecommunication service.

1.2 EFFECTIVE DATE AND TERM OF THE LICENSE

1.2.1 This license shall come into force on the Effective Date and shall be valid for a term of fifteen years.

1.2.2 If the Licensee wishes to renew the license at the expiration of the initial term, it shall submit to the Authority a written request to renew the license at least 6 months prior to the expiration of the initial term.

1.2.3 Within 3 months after the receipt of the Licensee's notice pursuant to section 1.2.2, the Authority shall either;

- (a) renew the license on such terms and conditions as are consistent with the policy of the Azad Jammu & Kashmir Council and Administration of Northern Areas at that time, to come into effect at the conclusion of the initial term, or
- (b) Give written notice to the Licensee stating that the Authority shall not renew the license and provide reasons thereof, which may include the Licensee's repeated, grave or continuing violations of the terms and conditions of the License, the Act, the Rules or the Regulations during the initial term of the license.

ARTICLE-II

SHARING OF FACILITIES

2.1 SHARING OF FACILITIES ESTABLISHED BY LICENSEE

2.1.1 If the Authority declares the Licensee as SMP in the respective market, the Licensee shall comply with orders of the Authority that are intended to promote competition in that relevant market including without limitation orders to provide access to its towers or related facilities for use by licensed/ registered telecommunication service providers.

ARTICLE-III

OBLIGATIONS OF THE LICENSEE

3.1 COMPLIANCE WITH LAW

- 3.1.1 This License is subject to the terms and conditions contained herein and to the Act, Rules and Regulations respectively. In the event of any conflict or inconsistency between the provisions of this License, and the provisions of the Act, the Rules or the Regulations, the provisions of the Act, Rules and Regulations shall prevail.
- 3.1.2 The Licensee shall establish, and maintain its Telecommunication facilities i.e. Tower etc. as per clause 1.1.1, in compliance with the laws of Azad Jammu & Kashmir Council and Administration of Northern Areas.
- 3.1.3 The Licensee shall at all times co-operate with the Authority and its authorized representatives in the exercise of the powers, functions and responsibilities assigned to the Authority under the Act.
- 3.1.4 The Licensee shall comply with all orders, determinations, directions and decisions of the Authority.

3.2 ALTERATION IN TELECOMMUNICATION FACILITIES

- 3.2.1 The Licensee shall at its own expense, within such reasonable time and in such manner as may be directed by the Authority, alter the course, depth, position or mode of attachment of any apparatus forming part of its Telecommunication facilities of tower etc.

ARTICLE-IV

FEES

4.1 PAYMENT OF FEES

- 4.1.1 The Licensee shall pay the **Annual Regulatory Fee** to the Authority calculated on the basis of 0.5% (or such lesser amount as the Authority may, by Regulations, determine) of the Licensee's annual gross revenue received from Telecommunication Tower facilities for the most recently completed financial year minus PTA mandated payments;
- 4.1.2 In addition to the fees payable, the Licensee shall pay to the Authority, all fees required to be paid under the Act, Rules and Regulations.

4.2 GENERAL CONDITIONS CONCERNING FEES

- 4.2.1 The Licensee shall pay all annual fees/contributions to the Authority within 120 days of the end of the financial year to which such fees/ contributions relate;

- 4.2.2 In addition to any other remedies available to the Authority, late payment of fees shall incur an additional fee calculated at the rate of **2% per month** on the outstanding amount, for each month or part thereof from the date due until the paid.
- 4.2.3 The Licensee shall annually submit to the Authority audited financial statements in support of its calculations of annual fees payable pursuant to clauses 4.1.2, 4.1.3 and 4.1.4 of this license. The Authority shall have the right to audit such statements as and when required.

ARTICLE-V

GENERAL CONDITIONS

5.1 OPERATION OF TELECOMMUNICATION TOWER FACILITIES

- 5.1.1 The Licensee shall ensure that its Telecommunication Tower Facility does not cause any damage to, or interference with, infrastructure of any other Licensed Infrastructure Facility Provider or licensed telecom service provider.
- 5.1.2 Licensee shall establish its Telecommunication Tower Facility etc. in a manner so that it is not a safety hazard and is not in contravention of any law, rule or regulation.
- 5.1.3 The Licensee shall provide Telecommunication Tower Facility to Licensed telecom service providers without discrimination and on mutually agreed terms and conditions;
- 5.1.4 Upon being informed by the Authority that a telecom service provider's licence/ license from the Authority had been suspended or terminated, the Licensee shall as promptly as practical in the circumstances, disconnect the Telecommunication System of that telecom service provider from the Telecommunication Tower and discontinue providing the Telecommunication Tower Facility etc. to that Operator, until such time as the Authority informs the Licensee that the Telecom Service Provider's licence from the Authority has been restored or renewed.
- 5.1.5 The Licensee shall make its own arrangements for obtaining right of way from government agencies and public bodies.
- 5.1.5 The licensee should ensure to follow ITU instruction and other relevant standards for installation of towers.

5.2 DISCONTINUATION OF FACILITIES

- 5.2.1 The Licensee shall not discontinue, terminate or wind up its Telecommunication Tower Facilities unless;
- (a) The Licensee had served a twelve month notice to all concerned parties & PTA prior to winding up its Telecommunication Tower Facilities.
 - (b) The Licensee had settled all claims, obligations, and accounts with all concerned; and
 - (c) Authority's prior written approval to such discontinuation had been obtained.

5.3 INFORMATION

5.3.1 The Licensee shall comply with the following:

- (a) furnish to the Authority such information as the Authority may request regarding the Licensee's Network plan, financial information, costs and accounts or any such other information as the Authority may from time to time require in connection with its responsibilities;
- (b) Provide complete information about its foreign business partner (if any) and provide a copy of the Articles and Memorandum of Association along with details of its directors and shareholders and such information shall be provided prior to the issuance of this License. Authority shall also be informed of any subsequent change in directors or shareholders of the Licensee.

5.5 QUALITY OF TELECOMMUNICATION TOWER

5.5.1 The Licensee shall:

- (a) Install its Telecommunication Tower Facilities using state-of-the-art technology as per international standards.
- (b) The Licensee shall maintain supporting records for a period of three years for inspection and technical audit as and when required by the Authority.

5.6 NATIONAL SECURITY

5.6.1 The Licensee shall comply with the national security and other requirements of section 54 of the Act and any other national security requirements under the law of Azad Jammu & Kashmir and Northern Areas and that of Pakistan.

5.6.2 The Licensee shall cooperate with Federal Government initiatives to counteract espionage, subversive act, sabotage or any other unlawful activity.

5.7 COMMENCEMENT CERTIFICATE

5.7.1 The Licensee shall not provide any Telecommunication Tower Facility to licensed telecom operators, or accept any payment from such operators in respect of Telecommunication Tower Facility to be provided by the Licensee, until the Licensee has obtained from the Authority a commencement certificate evidencing that the Authority is satisfied that the Licensee has established its Telecommunication Tower Facility;

5.7.2 The Licensee shall give 30 days prior written notice to the Authority of the date on which the Licensee intends to commence providing Telecommunication Tower Facility to licensed telecom operators.

ARTICLE –VI

TERMINATION AND AMENDMENT

6.1 TERMINATION OF THE LICENSE

- 6.1.1 The License shall remain in force until it is terminated by one of the following events:
- (a) The term of the license expires without renewal, or
 - (b) The Licensee agrees to the termination of this license, or
 - (c) The license is suspended, terminated or revoked in accordance with the Act, Rules or Regulations, or the provisions of this license.

6.2 AMENDMENT

- 6.2.1 This license may be amended by written agreement between the Licensee and Authority, or pursuant to the provisions of the Act, Rules and regulations made there under.

ARTICLE –VII

GENERAL

7.1 NO LIABILITY BY THE AUTHORITY

- 7.1.1 Without prejudice to the rights of the Licensee under section 7 of the Act, no suit, prosecution or other legal proceeding shall lie against the Authority or any member or employee of the Authority in respect of anything done or intended to be done by the Authority in exercise of its powers.

7.2 COMMUNICATION WITH THE LICENSEE

- 7.2.1 The Licensee shall maintain on file with the Authority a current address for the Licensee, including telephone number, fax number and email address, and the name and title of a contact person, for the purposes of receiving communications from the Authority. Any notice or other communication to the Licensee permitted under this License may be given by hand delivering the same, or by mail, facsimile, or electronic mail addressed to the Licensee at its most recent address on file with the Authority.

7.3 ASSIGNMENT OF RIGHTS

- 7.3.1 This License shall be personal to the Licensee and shall not be assigned, sub-Licensed to, transferred, directly or indirectly **without approval of the Authority.**

ARTICLE –VIII

DEFINITIONS

8.1 Unless the context otherwise requires, capitalized words and expressions in this Licence that are not otherwise defined in this Licence, shall be defined in the same manner as these words and expressions are defined in the Act and the Rule.

8.2 Unless the context otherwise requires, the following terms used in this Licence shall have the meanings indicated below:

- (a) "**Act**" means the Pakistan Telecommunication (Re-organization) Act, 1996 (xvii of 1996);
- (b) "**Cable**" Transmission medium of copper wire or optical fibre wrapped in a protective cover;
- (d) "**Connection**" means the physical interfacing of the Licensee's equipment at the with systems and equipment of other licensed service operators for the effective transmission of data from the former to the later or vice versa;
- (e) "**Duct Space**" means space for a pipe, tube or any other unit necessary for conveying cables from one point to another;
- (f) "**Effective Date**" means the date that this Licence is issued by the Authority and appearing on the first page of this Licence, which date shall be 30 days after the Authority receives from the Licensee all initial fees described in this licence;
- (g) "**Gross Revenue**" means turnover or gross income from licensed operations as Ordinance, 1984;
- (i) "**Licence**" means an authorization granted by the Authority to establish, and maintain telecom Infrastructure, lease, rent out and sell end to end bandwidth i.e. digital transmission capacity capable to carry a message, Fibre optic cable, duct space, tower;
- (j) "**Licensed Operators**" mean the telecommunication operators who have been licensed by the Authority under the Act;
- (k) "**Person**" means any individual, partnership, firm, organization, association, Joint Stock Company, limited company, joint venture, trust or corporation;
- (l) "**Public Switched Telephone Network**" means the telecommunication network, consisting of a fully interconnected and integrated system of various means of transmission and switching, utilized to provide basic telephone service and other telecommunication services to the general public;
- (m) "**Telecom Infrastructure facility**" means provision of physical infrastructure which would be utilized by other licensed telecom operators for providing various services. The infrastructure setup by the Licensee would be in addition to the infrastructure already setup by various Licensed telecom operators;

- (o) **“Telecommunication System”** means any electrical, electro-magnetic, electronic, optical or optic-electronic system for the emission, conveyance, switching or reception of any intelligence within or into, or from, Pakistan, whether or not that intelligence is subjected to re-arrangement, computation or any other process in the course of operation of the system, and includes a cable transmission system, a cable television transmission system and terminal equipment; and
- (p) **“Telecommunication Tower”** means a structure on which transmitting and/or receiving antenna (e) are located.

APPENDIX-I**1.1 QUALITY OF NETWORKS STANDARDS**

- 1.1.1 The Licensee shall take reasonable and prudent measures to ensure that its Telecommunication Tower Facility are available at all times. Any fault in any component of its Telecommunication Tower Facility shall be repaired as early as possible.
- 1.1.2 The Licensee shall ensure that its Telecommunication Tower Facility does not hinder in anyway, meeting or exceeding of the quality of service standards imposed on the licensed telecom service providers and licensed Infrastructure Facility Providers making use of its Telecommunication Tower Facility.
- 1.1.3 The Licensee shall adhere to any quality of service standards prescribed by the Authority for the Licensee at any later time.
- 1.1.4 The Authority may carry out performance tests and evaluate Quality of service parameters in Licensee's Telecommunication Tower Facility at any time during the tenure of the License. The Licensee shall provide necessary support for carrying out such tests.
- 1.1.5 The Licensee shall ensure that Telecommunication Tower Facility remains serviceable round the clock and shall further ensure that appropriate measures are adopted to minimise the unserviceability and sufficient backup mechanisms are available to licensed telecom service providers and licensed Infrastructure Facility Providers in case of unserviceability, such complaints shall be attended to and rectified promptly and up to specified grade Telecommunication Tower Facility.