



## **BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

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### **REGULATORY AND LICENSING GUIDELINES**

**FOR**

### **VSAT HUB OPERATOR AND VSAT USER**

*Page 1* 11/01/2022  
Md. Nurannabi  
Director (Licensing),  
Legal & Licensing Division  
Bangladesh Telecommunication  
Regulatory Commission

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

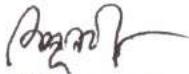


## **BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION**

### **REGULATORY AND LICENSING GUIDELINES FOR VSAT HUB OPERATOR AND VSAT USER**

#### **1. INTRODUCTION**

- 1.01 The Bangladesh Telecommunication Regulatory Commission ('BTRC') is empowered under Section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001) ("Act, 2001") to issue Licenses for the operation and provision of telecommunication services and to determine the eligibility criteria and other general terms and conditions of Licenses.
- 1.02 Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue Guidelines on Licensing Procedure of VSAT HUB OPERATOR AND VSAT USER envisaged in the Licensing (Procedure) Regulations 2004.
- 1.03 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 of general application 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.
- 1.04 These Guidelines may be withdrawn, revised, updated or amended from time to time, without any prior notice to take into consideration various factors including, but not limited to, any threat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 of Court orders.



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

## 2. INTERPRETATIONS AND DEFINITIONS

The interpretations and definitions of the terms used in these guidelines are annexed herewith as Appendix-1. The abbreviations are mentioned in Appendix-2.

## 3. OBJECTIVES

3.01 Recognizing the vast demand for satellite transponders within Bangladesh, the Government took the initiative to launch Bangabandhu Satellite 1 (BS-1), with the objective to reduce foreign exchange expenditure for satellite based communications services in Bangladesh. These Guidelines will ensure that the country's own satellite is effectively utilized to provide satellite based communication services in the country.

3.02 Due to the absence of country's own satellite gateway, VSAT based communication system did not flourish in Bangladesh till now. As a consequence there, were no policy/ framework/ directive/ instructions in this regard. On the contrary, in order to connect the remote corners of the country and to reduce digital divide, VSAT based communication system can play a significant role. In addition, such communication system may act as an alternative medium of communication in case of any disaster. After launching its own satellite, the Government took various initiatives to connect remote places of the country through VSAT. These Guidelines have been prepared taking into account the objective of the Government, to establish satellite communication system in Bangladesh with VSAT HUB OPERATOR AND VSAT USER.

3.03 These Guidelines are intended to provide an overview of the licensing and regulatory framework for applicant(s) seeking to obtain license to develop, build, own, maintain and operate VSAT HUB OPERATOR AND VSAT USER respectively.

## 4. GENERAL REQUIREMENTS

### **Governing law and general terms and conditions:**

4.01 An Applicant shall have to obtain VSAT HUB OPERATOR AND VSAT USER to provide VSAT services subject to fulfilment of all conditions mentioned in these guidelines. The Licensee shall develop, build, own, operate and maintain the VSAT systems and services as provided in these guidelines.

4.02 The existing VSAT User or VSAT Provider or VSAT Provider with Hub operators shall apply to the Commission for conversion for their respective existing VSAT licenses within 01(one) year from the date of issuance of this guideline. The Commission shall issue new VSAT licenses as per the types of licenses mentioned in the Clause no 8 with the prior approval of the Government.

4.03 The followings are the principal legal statutes governing the telecommunication industry in Bangladesh:

- 4.3.1 The Bangladesh Telecommunication Regulation Act, 2001;
- 4.3.2 The Wireless Telegraphy Act, 1933 (Act No. XVII of 1933) and the Telegraph Act, 1885 (Act No. XIII of 1885), for matters that are not covered by the Bangladesh Telecommunication Regulation Act, 2001;
- 4.3.3 Any Regulation/Directives/Instructions/orders made or to be made by the Commission.

4.04 The Applicant shall be disqualified from obtaining a License if any provision listed in sub clauses (i) to (vii) below applies to its owner(s) or to any of its director(s) or partner(s) or to the Applicant(s) himself-

- (i) he is an insane person;
- (ii) he has been sentenced by a court under any law, other than this 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) he has been sentenced by a court for committing of any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (iv) he has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
- (v) he has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loaner of that bank or institution;
- (vi) his license has been cancelled by the Commission at any time during the last 5 (five) years;
- (vii) if prosecution is going on against the applicant(s) or its owner(s) or shareholder(s) or any of its director(s) or partner(s) for any violation of the Act or license conditions or any other illegal activities.
- (viii) if the applicant has any outstanding dues to the government or the Commission, regarding which there is no dispute, case, arbitration or any other legal proceedings.

4.05 The applicants shall have to submit a Declaration/Undertaking on non judicial stamp of Tk. 300/- sworn before the notary public of Bangladesh as per prescribe format. The format of the said Declaration/Undertaking is appended in APPENDIX-5 of this guideline.

4.06 No person or business or any organization shall be allowed to develop, build, own, operate and maintain VSAT HUB OPERATOR AND VSAT USER services without a valid license and permit respectively issued by the Commission.

#### 5. Eligibility:

- (i) Proprietorship, partnership and companies registered under 'Joint Stock of Companies and Firms' under the Companies Act 1994 are eligible to apply for the License to establish, maintain and operate VSAT systems and network in Bangladesh.
- (ii) VSAT 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 fulfillment 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.

- (iii) The existing VSAT providers, VSAT provider with HUB and new applicants excluding Cellular Mobile Phone Operators and BWA operators licensed from the Commission are eligible to apply to the Commission to obtain VSAT HUB OPERATOR AND VSAT USER LICENSE.
- (iv) Embassies, High Commissions, International Agencies, International recognised Organisations, Foreign Missions are eligible to apply to the Commission to obtain VSAT USER License. In this case the provision of clause no-5(ii) shall not be applicable.

## **6. Requirements for Application:**

- (i) The applicants shall submit application for VSAT HUB OPERATOR AND VSAT USER LICENSE to the Commission in the prescribed form duly filled in, signed and sealed, together with all the necessary documents and information.
- (ii) The papers/documents to be submitted by the applicant(s) shall be as per Appendix-3, Appendix-4 and Appendix-5. Necessary forms available in the Commission's website shall be valid for submitting application.

## **7. License Awarding Process:**

Evaluation of applications shall be based on documents submitted by the applicant(s). The Commission, upon evaluation, shall award the license to the qualified or approved Applicant(s) who shall fulfil the criteria of these guidelines to develop, build, own, operate and maintain VSAT HUB OPERATOR AND VSAT USER LICENSE in Bangladesh.

## **8. License Categories:**

There shall be Two types of license categories under this Guidelines:

- (i) VSAT HUB OPERATOR LICENSE
- (ii) VSAT USER LICENSE

## **9. Enlistment Certificate:**

All the domestic VSAT RT Users shall have to be enlisted to the commission before connecting with any VSAT HUB OPERATOR. The VSAT HUB OPERATOR shall ensure the enlistment of their connected VSAT RT Users. The Commission will issue enlistment certificate in favor of the VSAT RT Users.

## 10.0 Duration of the License and Enlistment:

- (i) The duration of the VSAT HUB OPERATOR LICENSE Operator License shall initially be for a term of 10 (Ten) years. Upon expiry of the initial term, the License(s) may be renewed for subsequent terms, each of 5(Five) years in duration, subject to the approval from the Commission and to the conditions of the License.
- (ii) The duration of the VSAT USER LICENSE shall initially be for a term of 5(Five) year. Upon expiry of the initial term, the License(s) may be renewed for subsequent terms, each of 5 (Five) year in duration, subject to the approval from the Commission and to the conditions of the License.
- (iii) The duration of the VSAT RT Users Enlistment shall initially be for a term of 1(One) year. Upon expiry of the initial term, the RT User(s) may be renewed for subsequent terms, subject to the approval from the Commission and to the conditions of the Enlistment Certificate.

## 11. AVAILABILITY OF THE LICENSING GUIDELINES

These guidelines are available at [www.btrc.gov.bd](http://www.btrc.gov.bd)

## 12. SCOPE OF THE LICENSE

### 12.01 VSAT HUB OPERATOR

- (i) The VSAT HUB OPERATOR (Licensee) shall develop, build, own, operate and maintain VSAT Hub for providing VSAT service through Domestic data Circuit (Excluding Voice Communication).
- (ii) The Licensee shall provide VSAT service only to the VSAT RT Users having enlistment certificate from the commission.
- (iii) The Licensee shall be entitled to provide other value-added service if so desired after obtaining permission from the Commission upon payment if necessary fees.
- (iv) The VSAT HUB OPERATOR may provide domestic VSAT USER service to the Telecommunication operator(s) in case of very remote areas with prior approval of the Commission.
- (v) The Licensee shall obtain separate license or permission for other services such as ISP, IPTSP, Video Conferencing and other IP based services if so desired to be provided where the relevant law so requires.
- (vi) The RT shall be given to the users on rental basis only. The rental period should be flexible i.e. user shall have the flexibility for different rental period.

### 12.02 VSAT USER LICENSE

The VSAT USER Licensee shall install, operate, use and maintain VSAT for point to point international and domestic data circuit (Excluding Voice Communication).

## **13.0 VSAT HUB OPERATOR AND VSAT USER LICENSE FORMAT**

The generic format of VSAT HUB OPERATOR and VSAT USER LICENSE format is given in APPENDIX-15 and APPENDIX-16 respectively.

## **14.0 NETWORK DESIGN**

- 14.01 The applicant(s) shall indicate its proposed technology, network topology and its designed system capacity in the Network Plan that can be utilized by the users.
- 14.02 The Licensee shall develop, build, own, operate, maintain and secure the infrastructure for the VSAT-HUB network and RT with satellite frequencies to provide RT service to the users. Network Design for VSAT HUB OPERATOR AND VSAT USER are attached as APPENDIX-13 and APPENDIX-14.

## **15.0 TECHNICAL REQUIREMENTS**

### **15.01 VSAT HUB OPERATOR**

- (i) VSAT HUB - of the Licensee shall be installed within the geographical area of Bangladesh.
- (ii) RT must be controlled by the VSAT-HUB Operator. RTs under a VSAT-HUB shall be regarded as Close User Group (CUG) and there shall be no direct communication between RT to RT bypassing the VSAT-HUB Operator.
- (iii) The diameter of the Antenna of VSAT-HUB should be maximum 9.3 meters. Any exception shall be subject to the prior approval of the Commission.
- (iv) The diameter of the antenna of RT shall be maximum 2.4 meters in case of 'C' band & 1.8 meters in case of 'Ku' Band. Any exception shall be subject to the prior approval of the Commission.
- (v) RT user may need to justify to the Commission about their requirement to use RT as main backhaul, where other transmission media is available. However, RT could be used as backup connectivity where alternative transmission media is available with prior approval of the Commission.
- (vi) VSAT-HUB Operators must use the transponder capacity of the satellite (s) of Bangladesh Communication Satellite Company (BCSCL) Limited. If in any case BCSCL is unable to provide the required transponder bandwidth, VSAT-HUB Operators may lease the transponder bandwidth from other satellites after prior approval from the Commission. In such case the other satellite must have the permission from the Commission to provide services in Bangladesh.
- (vii) The Licensee shall provide justification of Antenna Size (RT/Hub) with detail link budget calculation to meet the end to end system requirement for providing VSAT services and to meet the required data rate.

### **15.02 VSAT User**

- (i) Domestic VSAT-Users shall use the transponder capacity of the satellite (s) of Bangladesh Communication Satellite Company (BCSCL) Limited. If in any case BCSCL is unable to provide the required transponder bandwidth, VSAT-Users may lease the transponder bandwidth from other satellites with the prior approval from the Commission.

- (ii) International VSAT-Users are encouraged to use the transponder capacity of the satellite (s) of Bangladesh Communication Satellite Company (BCSCL) Limited. International VSAT-Users will be allowed to lease the transponder bandwidth from other satellites with the prior approval from the Commission. In such case the other satellite must have the permission from the Commission to provide services in Bangladesh.
- (iii) The Licensee shall provide justification of Antenna Size (RT/Hub) with detail link budget calculation to meet the end to end system requirement for providing VSAT services and to meet the required data rate.

## 16.0 GENERAL TERMS AND CONDITIONS

- (i) Before installation or shifting of any RT, necessary permission shall be obtained from the Commission. After installation or shifting of VSAT HUB OPERATOR, the Licensee shall submit information to the Commission as per Appendix-7, Appendix-8, Appendix-9, Appendix-10 and Appendix-11 of these guidelines respectively.
- (ii) The Licensee shall also register the existing VSAT USERs / RT users to the Commission as per Appendix – 6, Appendix-7, Appendix-8, Appendix-9, Appendix-10 and Appendix-11 of these guidelines respectively.
- (iii) The Licensee(s) shall maintain Service Level Agreement (SLA) with its customer (VSAT USERs). Authentic copy of the SLA between the Licensee and RT user must be submitted to the Commission using form as per Appendix-8. The indicative QoS Parameters and Obligations as per Appendix-17 must be included in the said SLA.

## 17.0 CONNECTION AND INTEROPERABILITY

The Licensee(s) may provide the connection arrangement and facilities to the users with equipment and technology at VSAT PROVIDER WITH HUB OPERATOR and RT end as per Appendix-12.

VSAT PROVIDER WITH HUB OPERATOR and RT systems must be interoperable with the existing telecommunication equipment/system available in Bangladesh.

## 18.0 RADIOCOMMUNICATIONS AND FREQUENCY ALLOCATION

- 18.01 The Commission will assign spectrum to the Licensee in order to operate the Radio Equipment at its Earth Station Facilities and Remote Terminal Installations with specific terms and conditions.
- 18.02 The Licensee shall not import/purchase any telecommunication/radio apparatus for its network without taking prior permission from the Commission.
- 18.03 The spectrum assignment to the Licensee will be inclusive of Guard Bands to avoid interference with other satellite and terrestrial services.
- 18.04 In case of the license is cancelled or terminated for any reason, the spectrum assignment shall be cancelled.

18.05 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.

18.06 The assignment of frequency is subject to yearly endorsement, payment of necessary fees and charges, and furnishing of necessary documents in a timely manner.

18.07 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.

18.08 The Licensee shall have the obligation to pay the annual radio equipment and spectrum license fees & charges including VAT and Taxes as decided by the Commission. The Commission reserves the right to make any change in the annual radio equipment and spectrum license fees & charges, VAT and Taxes from time to time and the Licensee shall abide by the decision of the Commission.

18.09 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.

18.10 The Licensee shall ensure that the radio communications equipment comprised in any of its radio communications stations is designed and constructed, used and maintained, so as not to cause any undue interference even when in use in compliance with the rules from time to time established by the Regulator.

18.11 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.

18.12 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.

- 18.13 The Licensee shall obtain separate radio equipment and spectrum license from the Commission upon payment of prescribed fees.
- 18.14 The Licensee shall follow the directive(s)/Instruction(s) that will be issued from the Commission on Frequency Co-ordination, Interference Mitigation and Authorization of Landing Rights.

## **19. PUBLIC WORKS**

- 19.01 Prior to any installation or maintenance work on the systems, the Licensee(s) shall obtain all necessary permissions from the relevant authorities or Government departments for works on land owned or controlled by any Government or local authority or statutory body and or from the relevant owner or occupier, for works on any private land.
- 19.02 The Licensee(s) shall undertake and complete all installation and maintenance work diligently observing the need for public safety in compliance with laws and regulations.
- 19.03 If there is possibility of affecting of third party owned property as a result of the installation and/or maintenance work, the Licensee(s) shall seek the applicable third party's consent prior to displacing or hindering with telecommunication lines, gas or water pipes, drains or sewers, or tubes, casings, ducts, wires or cables or other third party property or equipment.
- 19.04 The Licensee(s) shall be solely liable for any loss, damage, claim, cost or expense caused, arising from or in connection with any installation and/or maintenance work in public and private areas.

## **20. SHARING OF FACILITIES**

- 20.01 The Licensee(s) shall comply with the directions of the Commission on Infrastructural network and facility sharing. All the licensed operators shall share the infrastructures as per Infrastructure Sharing Guidelines issued by the Commission. The pricing for sharing infrastructure shall be as per Infrastructure Sharing Guidelines of the Commission.
- 20.02 Where it deems necessary, the Commission may direct the Licensee to share facilities and/or infrastructure with other Licensee(s) and the Licensee shall cooperate and work with other Licensee(s) to submit plan for sharing of facilities/infrastructure to the Commission.

## **21. FEES AND CHARGES**

The Applicant/Licensee shall be required to pay necessary fees and charges to the Commission. The Fees and Charge are non-refundable. The following table summarizes the fee structure. The following fees and charges are excluding of fees/charges/taxes imposed by any other competent authority of the Government. The following Fees and Charges shall be applicable to:



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

**21.01 VSAT HUB OPERATOR LICENSE FEE:**

Sl.	Item	Amount (for using National Satellite)	Amount (for using Foreign Satellite)
1.	Application Fee/Processing Fee	Tk. 20,000/- (twenty thousand)	Tk. 20,000/- (twenty thousand)
2.	License Acquisition Fee	Tk. 6,50,000/- (six lac fifty thousand)	Tk. 9,75,000/- (nine lac seventy five thousand)
3.	Annual License Fee	Tk.1,50,000/- (one lac fifty thousand)	Tk.2,25,000/- (two lac twenty five thousand)
4.	Renewal Fee	Tk. 4,00,000/- (four lac)	Tk. 6,00,000/- (six lac)
5.	Gross Revenue Sharing with the Commission	02% (two percent) of Annual audited Gross Revenue (AGR)	02% (two percent) of Annual audited Gross Revenue (AGR)
6.	Radio Equipment and Spectrum License Fee	As described in Clause 18	As described in Clause 18

**21.02 VSAT USER LICENSE FEE:**

Sl.	Item	Amount (for using National Satellite)	Amount (for using Foreign Satellite)
1.	Application Fee/Processing Fee	Tk. 5,000/- (five thousand).	Tk. 5,000/- (five thousand)
2.	License Acquisition Fee	Tk. 2,00,000/- (two lac)	Tk. 3,00,000/- (three lac)
3.	Annual License Fee	Tk. 2,00,000/- (two lac)	Tk. 3,00,000/- (three lac)
4.	Renewal Fee	Tk. 2,00,000/- (two lac)	Tk. 3,00,000/- (three lac)
5.	Radio Equipment and Spectrum License Fee	As described in Clause 18	As described in Clause 18

**21.03 VSAT RT USER ENLISTMENT FEE:**

Sl.	Item	Amount (for using National Satellite)	Amount (for using Foreign Satellite)
1.	Application Fee/Processing Fee	Free	Free
2.	Enlistment Fee	Free	Free
3.	Renewal Fee	Free	Free
4.	Radio Equipment and Spectrum License Fee	As described in Clause 18	As described in Clause 18

**21.04 License Acquisition Fee:** The approved applicant shall pay License Fee within 10 (ten) days of being notified by the Commission of its approval of the application.

**21.05 Annual License Fee:** Annual License fee shall be payable by the Licensee in advance

from the 1<sup>st</sup> anniversary of the issuance of the license and which shall be applicable for the subsequent years till the license validity date.

21.06 **Revenue Sharing:** The VSAT HUB OPERATOR Licensee in addition to the above, shall pay to the Commission on quarterly basis on account of revenue sharing a percentage of the annual audited gross revenue (AGR) of 2% (two percent) within the first 10 (ten) days at the end of each quarter. The percentage of the audited gross turnover revenue to be shared will be fixed through evaluation. The total revenue share shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance shall be paid within 60 (sixty) days at the end of the financial year (July to June). In the event of any overpayment by the Licensee, the Licensee may adjust the excess amount against annually payments with the approval of the Commission in the next year.

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

21.08 **Delay in Payment of Fees:** The fees and charges as described this guideline shall have to be paid in due time. The due amount may be paid within 60 (sixty) days after the stipulated date by paying a late fee (additional) at the rate of 15% (fifteen percent) per annum as compensation to the Commission. If the amount along with late fee is not paid within the 60 (sixty) days as stipulated, such failure may result in stand cancellation of the License.

## 22. TARIFFS AND CHARGES

22.1 The Government/ Commission shall have the right to determine and finalize the tariff, in the manner as contemplated under Section 48 of the Act as and when necessary.

22.2 The Licensee shall follow the Directives regarding tariff issued from the Commission.

22.3 The Licensee shall take prior approval from the Commission before launching any new package/ tariff plan.

22.4 The Commission may encourage innovative tariff module (slab-based/bundled tariff/ any modern approach) for capacity based connectivity.

22.5 The Licensee shall before providing any Service, submit to the Commission in writing for necessary approval:

(i) a written 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.

22.6 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 Commission.

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



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

## **23. BILLING**

- 23.01 The Licensees shall provide a clear and concise statement of charges to its RT users on a timely and regular basis.
- 23.02 The statement shall reflect the prices, terms and conditions for applicable price or service plans which the RT user has subscribed to and the due date of payment before late charges are incurred.
- 23.03 The Licensee shall not bill its RT users for any charges, which it has not disclosed to the RT users in its published tariff and/or terms and conditions, or for services that have not been sought for by the RT users.
- 23.04 The Licensee shall keep records of any charging equipment used in such form as may be specified by the Commission and shall supply such records as and when called for by the Commission.

## **24. INFORMATION, INSPECTION AND REPORTING**

- 24.01 The Licensee(s) shall furnish necessary information and other related matters as may be sought by the Commission from time to time.
- 24.02 The Commission or any person authorized by the Commission shall have unfettered right and authority to take the copies of records, documents and other information relating to the Licensees' business, for the purpose of enabling the Commission to perform its functions under the Act, Regulations and provisions in the License.
- 24.03 The Commission or its authorized representatives shall have access to the installations and equipment of the Licensee and RT user; and shall have the authority to inspect such installations at any time.
- 24.04 The Licensee and RT user shall always provide all sorts of cooperation and assistance including but not limited to use of suitable office accommodation for the purpose of inspection, tests and monitoring, etc. to the Commission or its authorized representatives.
- 24.05 The Licensee and RT user shall maintain and record all types of technical documents, Drawing, Data, copy of reporting form, copy of license and other necessary information as and when required by the Commission.
- 24.06 Licensee(s) shall furnish the following information to the Commission on quarterly basis:-
  - (a) The type and capacity of its installations.
  - (b) The number of active users.
  - (c) The number and type of connectivity.
  - (d) Pending demand.
  - (e) QoS reports.
  - (f) Bandwidth utilization data of the system and individual RT.
  - (g) Different type of application used by the customer of each RT user.
  - (h) MRTG/SNMP based system, Netflow Analyser and DPI and/or latest equipment recorded data of each VSAT-HUB and RT.

24.07 The type and capacity of the transmission links owned and taken on lease.

24.08 The Licensee shall submit Traffic data report to the Commission on quarterly basis. The Licensee may maintain daily/weekly/monthly/quarterly Traffic data in the Licensee's website. Traffic Data shall contain the following information but not limited to:-

- (a) The volume of traffic based on physical port for incoming and outgoing.
- (b) Number of packets exchanged based on different protocols for incoming and outgoing for individual user.
- (c) Volume of Traffic based on originating and destination AS number (if and when applicable).
- (d) Volume of traffic based on different applications for individual user.

24.09 In addition, the Licensee shall also furnish any information on systems and services any time if asked by the Commission.

24.10 The report shall be sent via e-mail and a softcopy to be submitted in CD to the Commission.

## **25. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY**

25.01 The Licensee(s) shall take prior written permission of the Commission to take any loan with respect to VSAT-HUB Operator License. The Licensee(s) shall not be assigned or pledged as security.

25.02 This License and any right accrued hereunder shall not be transferred, wholly or partly, and as such transfer, if any shall be void unless there is any prior approval from the Government for the end of such transfer.

25.03 The Licensee(s) shall not subcontract out any part of the System without prior written permission of the Commission. The Licensee(s) may appoint agents or independent contractors or subcontractors to carry out works or provide services which enable the Licensee(s) to discharge its duties and obligations under this Licensing guidelines, provided that the Licensee(s) shall be liable for any act, omission, default, negligence or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing VSAT-HUB and/or RT.

## **26. AMENDMENTS**

26.01 The Commission has the right to change, amend, vary or revoke the terms in the license in according with the procedure laid down in section-39 of the BTR Act, 2001.

26.02 The Licensee(s) shall comply with all such new terms and conditions imposed time to time.

## **27. DISQUALIFICATION, LICENSE CANCELLATION, SUSPENSION, REVOCATION AND FINES**

### **27.01 Disqualification of the Licensee**

- (a) Applicant(s) shall be disqualified from obtaining a License, if any provision listed in sub-clauses below applies to its owner(s) or any of its director(s) or partner(s) or any VSAT-HUB Operator or to the Applicant(s) himself:-

- (i) he is an insane person;
- (ii) he has been sentenced by a court under any law, other than this 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) he has been sentenced by a court for committing of any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (iv) he has been declared bankrupt by the Court and has not been discharged from the liability of bankruptcy;
- (v) he has been identified or declared by the Bangladesh Bank or by the court or by a bank or financial institution as a defaulter loanee of that bank or institution;
- (vi) if any license of his, issued by the Commission, is cancelled but any fee, fine, penalty or anything else that may be recovered as public demand remains unpaid on the date of application.

#### 27.02 Cancellation/Suspension/Fines of License

- (i) The Commission shall have the right upon necessity prior approval from the Government to cancel license(s), if any provision listed in sub-clauses 19.01 applies to its owner(s) or any of its director(s) or partner(s) or any VSAT-HUB Operator or to the Licensee himself.
- (ii) If prosecution is going on against the Licensee(s) or its owner(s) or any of its director(s) or partner(s) or any VSAT-HUB Operator for illegal voice/data/video/text/mms (multimedia system) call termination or for violation of the Act;
- (iii) If any license of his, issued by the Commission, is under process of cancellation;
- (iv) If the licensee(s) has not sufficient management and financial capacity to operate the activities pertaining to VSAT-HUB Operator and RT services for which the license has been issued;
- (v) If the activities of the Licensee(s) become any threat to public health, affect national security, court orders and involved with cyber-crime;
- (vi) In the event of the licensees' liquidation, bankruptcy or state of insolvency, or in the event that an application for declaration of bankruptcy or similar declaration or order is filed by the Licensee(s) itself or a third party against the Licensee(s);
- (vii) In case the Licensee refrains from complying with any decision or written directive of the Commission.
- (viii) If the Licensee had obtained license by suppressing his disqualification specified in sub-clause 4.03 of this guideline.
- (ix) If at any time any information furnished in Appendix-5 for obtaining the license is found incorrect.
- (x) If at any time any information furnished in Appendix-6 for obtaining the RT installation permission is found incorrect.

- (xi) If at any time any information furnished in Appendix-6, Appendix-7, Appendix-8, Appendix-9, Appendix-10 and Appendix-11 are found incorrect.
- (xii) Any breach of the conditions contained in this licensing guideline shall result in cancellation of the license.
- (xiii) The Commission may, in any of the events specified in Section 46 of the Act, suspend or cancel all or any part of this License and/or impose fine as mentioned in Section 46(3) of the Act.
- (xiv) The Commission may also impose fine under Section 63(3) and Section 64(3) of the Act for any violation of any condition of the License.
- (xv) In the event of suspension, cancellation or revocation of the License(s), the Commission may engage any agency or administration at an agreed fee to operate and maintain the system and services in order to continue the traffic through the VSAT-HUB and RT. The Licensee(s) shall not have any claim for any compensation and any right on the revenue for the same and also shall not bear the cost of the same.
- (xvi) Cancellation 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(s) from any obligations accrued and due under any law or this Licensing Guidelines.

## **28. DISPUTE RESOLUTION**

In the event of any differences or disputes with other telecommunication operators and failure to resolve the differences or disputes among themselves, the Licensee(s) may refer the matter to the Commission for resolution of the same. The Commission may decide as it consider appropriate to resolve the dispute and the same shall be binding on the concerned parties.

## **29. FRANCHISING**

- 29.01 The Licensee(s) shall provide the Commission with all relevant information on proposed franchisees including the proposed franchising area, the background, financial standing and experience of the franchisee, at least 6 weeks prior to their appointment or engagement for approval. The Commission shall review such information, issue directions and/or disallow the appointment of the franchisee by the Licensee(s).
- 29.02 The Commission may at any time request for more information on the proposed franchisee or direct the Licensee(s) to provide documentary evidence on various matters including the financial standing of the franchisee.
- 29.03 The Licensee(s) shall ensure that its franchisees comply fully with all the conditions of this License and all applicable laws. The Licensee(s) shall remain at all times fully accountable and liable for any act, omission, default, and negligence or otherwise of its franchisees.
- 29.04 Without waiving or limiting the other legal remedies, the Commission may at any time direct the Licensee to cancel the appointment of the franchisee on any reasonable ground(s) whatsoever.

## **30. CHANGES IN MANAGEMENT STRUCTURE**

30.01 The Licensee(s) shall seek written approval of the Commission before making any change in its ownership. Any change in the ownership shall not be valid or effective without the prior written approval of the Commission. In this case the commission shall follow section 37(2)(i) of Bangladesh Telecommunication Regulatory Act (2001).

30.02 The Licensee(s) shall neither transfer any share nor issue new shares without prior written permission of the Commission.

## **31. ANTI-COMPETITIVE CONDUCT AND DISCRIMINATION**

31.01 **Anti-Competitive Conduct:** The Licensee(s) 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.

31.02 Acts of anti-competitive conduct include the following but not limited to:-

Engaging in predatory price cutting which may be implied where:

- (a) a service is priced at less than marginal costs shall be continued for 2 (two) consecutive months only;
- (b) such costs are likely to be under price competition in the market or shall deter competitors from entering in the market;
- (c) entering into exclusive arrangements which deny competitors access to services or equipment.

31.03 **Discrimination:** The Licensee(s) shall not discriminate or 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.

## **32. PERFORMANCE MONITORING BY THE COMMISSION**

32.01 The VSAT-HUB network shall be equipped with MRTG/SNMP based system to monitor bandwidth utilization and DPI, Netflow Analyser and/or any other latest equipment to monitor IP based traffic of its network. Access to the MRTG/SNMP based system, DPI, Netflow Analyser and/or any other latest equipment shall be provided to the NTMC (if required) and Commission.

32.02 The VSAT-HUB operator(s) shall provide necessary hardware and software to monitor their VSAT-HUB system including connectivity media to the Commission.

32.03 The Licensee shall provide necessary Operation and Maintenance (O & M) Control Consoles (Terminal) at the Commission premises for inspection, monitoring and analysing purpose. The Licensee shall arrange the connectivity of sufficient bandwidth to facilitate smooth monitoring.

32.04 The Terminal must be provided with original software and hardware to properly communicate with the Licensee's O&M software. The Licensee shall extend maintenance support and shall provide 5 User license for all the supplied software for

life time of the supplied equipment. The Terminal shall be equipped with sufficient primary storage and external storage to maintain MRTG/SNMP based system, DPI, Netflow Analyser and/or any other latest equipment recorded data, Log files and IPDR dump for 6 (six) months.

32.05 The Licensee shall arrange at its own costs, the training programmes (at home and abroad) for personnel nominated by the Commission to enable them to monitor VSAT-HUB network and operate Monitoring equipment.

**33. LAWFUL INTERCEPTION FOR VSAT SYSTEM**

33.01 The VSAT-HUB or the VSAT system shall be LI compatible. The required LI equipment including its connection media from each VSAT-HUB or the VSAT to NTMC premises shall be provided by Licensee. The required capacity of the LI system shall be decided by discussion between Licensee and NTMC.

33.02 Voice, Video, Data, Text and MMS, etc. communication related equipment used by the Licensee shall be compliant as per ETSI ES 201 671 v.2.1.1 and/or CALEA J.25B. Each VSAT-HUB network shall be capable to provide access to the NTMC for necessary interception of information.

33.03 LI system shall be installed with proper redundancy at NTMC including transmission media, other necessary hardware and software for on-line and off-line monitoring, of each VSAT RT and or VSAT-HUB network.

33.04 The Licensee shall provide high capacity storage media, as per requirement, to store bulk intercepted products i.e. call content etc. at NTMC/LEA premises if necessary.

33.05 The system shall be capable of sorting and sending data contents to NTMC on the basis of the following criteria but not limited to:-

- (a) Source IP Address.
- (b) Destination IP Address.
- (c) E-mail Address.
- (d) Web Address.
- (e) Catchy words in e-mail, ftp, chatting.
- (f) Type of application services.

33.06 The Licensee shall arrange training programmes (at home and abroad) for personnel nominated by the Commission to enable them to monitor VSAT-HUB and operate NTMC equipment.

#### **34. IPDR ANALYSIS SYSTEM**

34.01 The VSAT-HUB Operator shall be capable to generate IPDR of all types Internet call to/from every connected route. The format/coding of IPDR shall comply with ETSI and/or CALEA standard.

34.02 The IPDR shall contain at least following fields but not limited to:-

- (a) Source IP Address;
- (b) Destination IP Address;
- (c) E-mail Address;
- (d) Web Address;
- (e) Catchy words in e-mail, ftp, chatting;
- (f) Type of application services;
- (g) Other related information if any and as required by the Commission/NTMC.

34.03 Licensee shall provide an appropriate system to accumulate IPDR at NTMC and the Commission. Duration of IPDR shall be decided by the Commission in consultation with NTMC. The Licensee shall provide an appropriate system to analyze all accumulated IPDR. The format and other things shall be as per requirement of the Commission and NTMC. The Licensee shall provide necessary storage, archiving device to retain bulk data IPDR as per the requirement of NTMC and the Commission.

#### **35. NATIONAL EMERGENCIES**

35.01 Licensee(s) shall facilitate and cooperate with all relevant government bodies, departments and official agencies for the continuity of traffic through the VSAT-HUB and RT in the event of National emergencies or where issues of National security arise.

35.02 In the event of any war or war situation, internal National disorder (including strikes), urgent state affairs or situations demanding National security, the Government may use equipment and the systems used by the Licensee(s) for telecommunication purpose.

35.03 In case of National Emergency, declared by the President, the Government or the Commission may suspend any particular activity of the Licensee(s), to the extent that it does not materially hamper the business of the Licensee(s).

#### **36. UPLINKING OF BROADCASTING CONTENT THROUGH BANGABANDHU SATELLITE**

Bangladesh has launched its first geostationary communication and broadcasting satellite, Bangabandhu Satellite 1 (BS-1), on 12 May 2018. Recognizing the vast demand for satellite transponders within Bangladesh, the government took the initiative to launch this satellite, with the objective of reducing foreign exchange expenditure for satellite based broadcasting services, while also earning foreign revenue from media channels wishing to access the Bangladesh market. These guidelines will ensure that the country's own satellite is well-utilized while providing satellite-based broadcasting



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

services to the viewers in Bangladesh. In this context, Bangladesh Communication Satellite Company Limited having the VSAT HUB Operator License with an exemption from 'Fees and Charges' mentioned in Clause 21 will be allowed to provide broadcasting content uplink service under the following conditions.

#### **36.01 Special Conditions/ Obligations**

- 36.01.1** After prior approval from the Ministry of Information (MoI) and from the Commission the BCSCL may Uplink contents of Satellite Television Channels, Direct-To-Home (DTH) and contents of Bangladesh Betar which are specifically approved or permitted by (MoI) the for Uplinking from Bangladesh.
- 36.01.2** The BCSCL shall stop Uplinking the contents of the operators mentioned in Clause **36.01.1** whenever permission/approval to such a operator is withdrawn by the MoI.
- 36.01.3** For providing broadcasting content uplink service using its own earth station facilities, BCSCL shall abide by the general terms and conditions as per the Decisions/Directives/Regulation issued by the Commission from time to time.

#### **37. MISCELLANEOUS**

- 37.01 The Licensee(s) shall comply with all terms and conditions of the License, applicable legislation including the Bangladesh Telecommunication Act, 2001 and any applicable subsidiary legislation and all directions issued by the Commission from time to time.
- 37.02 The Licensee(s) shall also comply with the provisions of any existing enactment, the rules and regulations made there under by the Government and/or the Commission, and the changes and modifications including any new enactments as may be considered expedient and necessary from time to time.
- 37.03 The Commission reserves exclusive right and authority to explain or interpret any provision of the License, if any confusion arises regarding the actual sense or import of any provision of the License. The explanation of the Commission shall be final and binding on the Licensee(s).
- 37.04 Violation of any of the conditions of the License shall render the License to be cancelled.
- 37.05 The Licensee(s) shall observe the requirements of any applicable international conventions on telecommunications to the extent that such a convention imposes obligations on Bangladesh unless expressly exempted by the Commission.
- 37.06 The Commission and/or any other Government departments shall not be liable for any loss, damage, claim, and charge, expense which may be incurred as a result of or in relation to the activities of the Licensee(s), its employees, agents or authorized representatives.



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

37.07 All correspondence shall be in writing and shall be sent to the Licensees' registered address/place of business. The Licensee shall inform the Commission regarding any change in its address at least 07 (seven) days before the changed/new address takes effect.

37.08 The Commission reserves the right at its discretion to make the terms and conditions of the License publicly available in any medium and format whether on the Commission's or any other official government website, in any manner they deem fit.

37.09 For any type of unauthorized use of VSAT-HUB network by the Licensee, the Licensee shall be accountable to the Commission. An undertaking shall be duly signed and notarized by the Licensee as per government rule and submitted to the Commission at the time of issuing the License. The text of undertaking shall be as per APPENDIX-9.

37.10 For any type of unauthorized use of RT by RT user, both VSAT-HUB operator and RT user shall be jointly accountable to the Commission. An undertaking shall be duly signed and notarized by the Licensee as per government rule and submitted to the Commission at the time of issuing the License. The text of undertaking shall be as per APPENDIX-10.

37.11 The VSAT-HUB and RT system should not carry any obscene content or promoting gambling or anti-national content, or any other content that violates the VSAT-HUB and/or RT License condition or any other Law of Bangladesh. Any sort of unauthorized activities related to VSAT-HUB or RT equipment shall result the respective License to be cancelled.

37.12 The Licensee shall immediately report to the Commission any detected illegal traffic passing through the system.

37.13 The respective licensee shall be penalized, for any false reporting to the Commission, with regard to the date of putting into service, removal from service and change of geographical location of any VSAT-HUB and/or RT, as per the provisions of Telecommunication Act, 2001.

37.14 The Licensee(s) shall be responsible to the Commission for the accountability of all RT equipment under his/her license.

37.15 The Licensee(s) shall be allowed to keep up to five units of RT modem in the store for maintenance purpose as spare.

37.16 The Licensee shall use its LOGO on both side of Antenna of VSAT-HUB and RT. The size of LOGO shall be as such, so that it is distinctly visible.

37.17 The existing VSAT provider with HUB licenses, VSAT user licenses and VSAT-HUB shall not be extended further and no new license of VSAT provider with HUB VSAT user and VSAT-HUB shall be issued after approval of VSAT-HUB operator license guidelines.

37.18 Existing VSAT providers and VSAT provider with HUB shall be allowed to continue existing services till their existing license period. They have to apply under these guidelines 03 (three) months prior to the expiration of their existing license.

37.19 Existing VSAT provider and VSAT provider with HUB license shall be treated as cancelled after expiration of their existing license.

3720 Existing VSAT Provider or any new entity may provide their services by furnishing agreement with the VSAT-Hub Operator Licensee. In this case VSAT-Hub Operator shall submit the said agreement to the Commission within 15 (fifteen) days after the agreement is signed.

3721 Each provision of these Guidelines shall be interpreted in such manner as to be effective and valid under applicable law. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

3722 Unless otherwise stated –

- all headings are for convenience only and shall not affect the interpretation of the provisions of these Guidelines;
- the words importing the singular or plural shall be deemed to include the plural or singular respectively;
- any expression in masculine gender shall denote both genders;
- any reference in these Guidelines to a person shall be deemed to include natural and legal persons;
- all references herein to applicable legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
- the term ‘or’ shall include ‘and’ but not vice versa;
- any reference in these Guidelines to “writing” or “written” includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
- references to Clauses, Sub-Clauses, Annexure and Schedule are to Clauses, Sub-Clauses, Annexure and Schedule to these Guidelines, respectively.



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

## APPENDIX-1

### DEFINITIONS AND INTERPRETATIONS

#### Definitions:

Unless the context otherwise requires, the different terms and expressions used in these guidelines shall have the following meaning assigned to them. The headings are given for the sake of convenience only and do not carry any special meaning. Definitions and interpretations not listed here shall bear the same meaning as contained in the Act and the International Long Distance Telecommunication Services Policy.

1. **“Application Form”** means a form prescribed for applying for the license for the operation of Domestic VSAT-HUB services.
2. **“Antenna”** means a transducer designed to transmit or receive electromagnetic waves. In other words, antennas convert electromagnetic waves into electrical currents and vice versa.
3. **“Azimuth”** means the angle between the north vector and the satellite's vector on the horizontal plane.
4. **“Bangabandhu Satellite”** refers to the communication and broadcasting satellite (titled Bangabandhu Satellite -1) launched by Bangladesh on 12 May 2018. It will also refer to other upcoming communication and broadcasting satellites in its constellation.
5. **“Commission”** means the Bangladesh Telecommunication Regulatory Commission established under the Bangladesh Telecommunication Regulation Act 2001.
6. **“Close User Group (CUG)”** means group of RTs that can only communicate within the group. Any other communication would be rejected.
7. **“C Band”** means the original frequency allocation for communications satellites. C-Band uses 3.7-4.2GHz for downlink and 5.925-6.425Ghz for uplink.
8. **“Deep Packet Investigation (DPI)”** means a form of computer network packet filtering that examines the data and/or header part of a packet as it passes an inspection point, searching for non-protocol compliance, viruses, spam, intrusions or predefined criteria to decide if the packet can pass or if it needs to be routed to a different destination, or for the purpose of collecting statistical information.
9. **“Elevation”** means the angular position of a satellite above the horizon.
10. **“Global Position System (GPS)”** means a satellite system which is used to identify the co-ordinate (Longitude, Latitude and Altitude) of a position on the earth surface.
11. **“Internet Service Provider (ISP)”** provides Internet services to the end users.
12. **“International Gateway Exchange (IGW)”** means a switching systems through which international voice traffic (VoIP and clear channel) is sent and received. IGW allows physical monitoring of the traffic flow.
13. **“InterConnection eXchange (ICX)”** means a switching system which provides

interconnections among the existing/future telecommunication network of the operators and allows monitoring, Lawful Interception (LI) facilities.

14. **“International Internet Gateway (IIG)”** International incoming and outgoing Internet Traffic will be routed through IIG.
15. **“IP Detail Record (IPDR)”** provides information about Internet Protocol (IP)-based service usage and other activities that can be used by Operational Support Systems (OSS) and Business Support Systems (BSS). The content of the IPDR is determined by the service provider, Network/Service Element vendor, or any other community of users with authority for specifying the particulars of IP-based services in a given context.
16. **“International Private Leased Circuit (IPLC)”** means International point to point Private Leased Circuit.
17. **“Ku Band (Kurtz-under band)”** is primarily used for satellite communications, particularly for editing and broadcasting satellite television. The Ku band is a portion of frequencies ranging from 11.7 to 12.7GHz. (downlink frequencies) and 14 to 14.5GHz (uplink frequencies).
18. **“Lease”** means providing authority to others for using telecommunication transmission facilities for telecommunication purpose in consideration for a rental.
19. **“Licensee”** means a company registered in Bangladesh under the Company’s Act 1994 that has been permitted and awarded a license to develop, build, operate, maintain Domestic VSAT-HUB and RT network.
20. **“License”** means an license issued or deemed to have been issued by the Commission under the Act for establishing or operating a telecommunication system or for providing telecommunication service or for operating or maintaining such system or service or for using a radio apparatus.
21. **“LOG file”** means a soft file created in O&M Terminal during operation and maintenance work of Telecommunication equipment done by O&M personnel.
22. **“Longitude”** means the angle east or west of north–south line between the two geographical poles that passes through an arbitrary point. Lines joining points of the same longitude are called meridians. All meridians are halves of great circles, and are not parallel. They converge at the north and south poles.
23. **“Latitude”** means the angle from a point on the earth's surface and the equatorial plane, measured from the center of the sphere. Lines joining points of the same latitude are called parallels, and they trace concentric circles on the surface of the earth, parallel to the equator.
24. **“Law Enforcement Agency (LEA)”** means the security agency to monitor data and contents using Lawful Interception system.
25. **“Lawful Interception (LI)”** is Legal Interception in any telecommunication network.
26. **“Multi Router Traffic Grapher (MRTG)”** means free software for monitoring and measuring the traffic load on network links. It allows the user to see traffic load on a network over time in graphical form.
27. **“National Internet eXchange (NIX)”** means the exchange point for passing Internet

traffic within the country according to the agreement among or between the ISPs.

28. **“Operator”** means an organization or a person licensed for establishing or operating a telecommunication system or providing telecommunication service or operating a system which is the combination or more than one of those facilities.

29. **“Orbit”** means a path of a satellite around the Earth.

30. **“PSTN”** means the Public Switched Telephone Networks.

31. **“Quality of Service (QoS)”** is evaluated on the basis of measures on the grade of service, calls lost due to wrong processing, bit error rate, response time, acceptable number of faults per unit subscribers served, and Mean Time To Restore (MTTR), faults carried over beyond the MTTR, etc.

32. **“Quarter”** means a period of three months of a Gregorian calendar year.

33. **“Regulation”** means, regulations made or will be made in the future by the Commission under the Act.

34. **“Remote Terminal (RT)”** means a VSAT Terminal which is linked with Domestic VSAT-HUB via Satellite to be used in the remote or inaccessible areas within Bangladesh.

35. **“RT User”** means Remote Terminal User.

36. **“Satellite”** means a specialized wireless receiver/transmitter that is launched by a rocket and placed in orbit around the earth.

37. **“Simple Network Management Protocol (SNMP)”** forms part of the internet protocol suite as defined by the Internet Engineering Task Force (IETF). SNMP is used in network management systems to monitor network-attached devices for conditions that warrant administrative attention. It consists of a set of standards for network management, including an Application Layer protocol, a database schema, and a set of data objects.

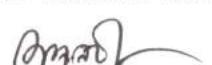
38. **“Satellite Communication Service Provider (SCSP)”** means the owner of the Satellite who will provide Satellite communication and broadcasting services within Bangladesh territory through Domestic VSAT-HUB operator or Satellite Teleport operator.

39. **“Satellite Teleport”** Satellite teleports are permanent satellite uplink facilities located throughout the world. These teleports are the facilities that are built for the purpose of maintaining high quality communications with orbiting satellites.

40. **“Satellite Transponder”** means a circuit on a satellite that receives, modulates, amplifies and re-transmits an up linked signal.

41. **“Very Small Aperture Terminal (VSAT)”** means a two-way satellite ground station with a dish antenna that is smaller than or equal to 3 meters diameter.

42. **“Very Small Aperture Terminal-HUB (VSAT-HUB)”** means a two-way satellite ground station with a dish antenna that is around 9.3 meters diameter. It is used for overall control, manage, aggregate, monitor and so on of the RT network and manages the HUB itself.

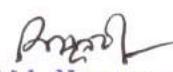


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Director (Licensing)  
Legal & Licensing Division  
Bangladesh Telecommunication  
Regulatorv Commission

## APPENDIX-2

### LIST OF ABBREVIATIONS

1.	ANS	Access Network Service.
2.	BTRC	Bangladesh Telecommunication Regulatory Commission.
3.	BTRA, 2001	Bangladesh Telecommunication Regulation Act, 2001
4.	CUG	Close User Group.
5.	DPI	Deep Packet Investigation.
6.	GPS	Global Positioning System.
7.	IGW	International Gateway.
8.	ICX	Interconnection Exchange.
9.	IIG	International Internet Gateway.
10.	IPDR	Internet Protocol Detail Record.
11.	IPLC	International Private Leased Circuit.
12.	IPTSP	IP Telephony Service Provider.
13.	ISP	Internet Service Provider.
14.	LEA	Law Enforcement Agency.
15.	LI	Lawful Interception.
16.	MRTG	Multi Router Traffic Grapher.
17.	NIX	National Internet Exchange.
18.	NTMC	National Telecommunication Monitoring Centre.
19.	QoS	Quality of Service.
20.	RT	Remote Terminal.
21.	SCSP	Satellite Communication Service Provider.
22.	SNMP	Simple Network Management Protocol.
23.	VSAT	Very Small Aperture Terminal.
24.	VSAT-HUB	Very Small Aperture Terminal-Hub.

  
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Bangladesh Telecommunication  
Regulatory Commission

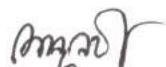
## APPENDIX-3

### MANDATORY DOCUMENTS/INFORMATION TO BE PROVIDED BY THE APPLICANTS (VSAT HUB Operator)

#### 1. General Documents/Information:

Applicant(s) must furnish to the following information/documents (in English) as is applicable:

- 1.1 Letter of Application (in letterhead pad).
- 1.2 Application Form (duly filled in, signed and sealed).
- 1.3 Applicant(s)' Details.
- 1.4 Shareholder(s)' Details (if any).
- 1.5 List of the License(s) obtained from the Commission (if any).
- 1.6 Telecommunications Sector Experience (if any).
- 1.7 Supplementary Documents to Support Applicant(s)'s Proposals (if any).
- 1.8 Technical details of the proposed Domestic VSAT-HUB and RT system.
- 1.9 A Schematic/Block Diagram of VSAT-HUB with multiple and single RT use are available in Appendix-13 & Appendix-14.
- 1.10 House-rent Agreement/Ownership deed for space where VSAT-HUB system shall be installed.
- 1.11 Description of existing business.
- 1.12 Bank Solvency Certificate.
- 1.13 Documents for financial capability to run the business.
- 1.14 Undertaking about not as a Bank Defaulter.
- 1.15 Certificate of incorporation (if applicable).
- 1.16 Memorandum & Articles of Association (if applicable).
- 1.17 Trade License.
- 1.18 Business Plan.
- 1.19 Latest Income Tax Clearance Certificate (if applicable).
- 1.20 Information with relevant documents regarding the amount of VAT and Income Tax that the company/applicant(s) has deposited to the Government fund for the last 3 (three) years (if applicable).



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Director (Licensing)  
Legal & Licensing Division  
Bangladesh Telecommunication  
Regulatory Commission

## APPENDIX-4

### INSTRUCTIONS FOR COMPLETING THE APPLICATION FORM FOR VSAT-HUB OPERATOR LICENSE

1. The prescribed Application Form as per APPENDIX-5 is the first and foremost instrument for obtaining VSAT-HUB Operator License.
2. The application must be made by the Applicant(s)/Applicant(s)'s authorized personnel. The Commission reserves the right to reject the application if it is found that the information or documents provided for, in this application are untrue, inaccurate or incomplete.
3. The License shall be granted subject to the payment of License Acquisition Fee and any other relevant fees as laid down in the Licensing Guidelines.
4. All fees and charges for the VSAT-HUB Operator License shall be as per these guidelines.
5. The License fees and other fees payable in connection with this application and the VSAT-HUB Operator License(s) shall be paid in the form of Pay Order / Bank Draft made in favour of Bangladesh Telecommunication Regulatory Commission. All payments must be made in BDT.
6. The Commission reserves the right either to accept or reject any application submitted without assigning any reason thereof.
7. Consideration for approval of the application shall be based on information declared in the application form. Where it thinks fit, the Commission may seek clarification or request additional information from any applicant/entity arising from the application. Any delay in notification or response may also affect the time for a decision on the application.
8. The Commission reserves the right to disclose any information submitted by Applicant(s) to any competent authority if the Commission deems the same necessary.



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Legal & Licensing Division  
Bangladesh Telecommunication  
Regulatory Commission

## APPENDIX-5

### Bangladesh Telecommunication Regulatory Commission IEB Bhaban, Ramna, Dhaka-1000

#### APPLICATION FOR VSAT-HUB OPERATOR/ VSAT USER LICENSE

##### A. Applicant's Profile

1. Name of Applicant or registered name of the company of the applicant (if applicable).	Separate sheet may be used
2. Detail permanent and present address of individual and/or registered office address, Phone, FAX, E-mail and contact person of Applicant.	Separate sheet may be used
3. Name, registered and business address, name and orbital position of satellite to be accessed, Phone, FAX, E-mail and contact person of <b>probable/existing</b> Satellite Communication Service Provider (SCSP).	Separate sheet may be used
4. List of services provided by the Satellite Communication Service Provider within Bangladesh.	Separate sheet may be used
5. List of location where VSAT services are provided by the Satellite Communication Service Provider at present.	Separate sheet may be used
6. Details of Link budget calculation for uplink and down link separately.	Separate sheet may be used
7. Detail Organogram of the VSAT-HUB Operator.	Separate sheet may be used
8. Detailed proposed network diagram showing all major equipment.	Separate sheet may be used
9. Name of the place and geographical location (measured by GPS set) where VSAT-HUB proposed to installed/existing position.	Separate sheet may be used
10. Technical specification/catalogue with indication at least following information: name, type, manufacturer and country of origin, etc. for each equipment of VSAT-HUB and RT system.	Separate sheet may be used
11. List of equipment for monitoring, analysing system data and data storage provisioned for NTMC and Commission.	Separate sheet may be used
12. The TIN of the Applicant.	Separate sheet may be used
13. List of other business of Applicant (if any).	Separate sheet may be used
14. Documents as per Appendix-3 and other documents as per this guideline.	To be included

## B. Declaration

1. Has any Application for License of VSAT-HUB Operator been rejected before?  
 Yes  No (if yes, please give date of application and reasons for rejection)
2. Has any License issued previously to the Applicant(s)/any Share Holder(s)/Partner(s) been cancelled?  
 Yes  No (if yes, please give details)
3. Do the Applicant(s)/any Share Holder(s)/Partner(s) hold any other Operator Licenses from the Commission?  
 Yes  No (if yes, please give details)
4. I/We hereby certify that I/We have carefully read the guidelines/terms and conditions, for the license and I/We undertake to comply with the terms and conditions therein. (Terms and Conditions of License Guidelines for VSAT-HUB Operator are available at [www.btrc.gov.bd](http://www.btrc.gov.bd).)
5. I/We hereby certify that I/We have carefully read the section 36 of Bangladesh Telecommunication Act, 2001 and I/We are not disqualified from obtaining the license.
6. I/We understand that this application if found incomplete in any respect and /or if found with conditional compliance shall be summarily rejected.
7. I/We understand that if at any time any information furnished for obtaining the license is found incorrect then the license if granted on the basis of such application shall deemed to be cancelled and shall be liable to action as per Bangladesh Telecommunication Act, 2001.

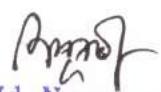
Date:

Place:

Signature and name of the  
Applicant/Authorized Signatory with seal

**Note:** The completed application form is to be submitted to:

Director  
Legal and Licensing,  
Bangladesh Telecommunication Regulatory Commission (BTRC)  
IEB Bhaban, Ramna,  
Dhaka-1000.



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

## APPENDIX-6

### Bangladesh Telecommunication Regulatory Commission IEB Bhaban, Ramna, Dhaka-1000

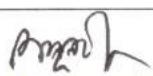
#### APPLICATION FOR PERMISSION TO INSTALL OR SHIFT REMOTE TERMINAL

##### A. Remote Terminal (RT) user Profile

1. Name of RT user or registered name of the company of RT user (if applicable).	Separate sheet may be used
2. Detail permanent and present address of individual and/or registered office address, Phone, FAX, E-mail and contact person of RT user.	Separate sheet may be used
3. Name of the place and geographical location of RT to be installed or to be shifted (including present location in case of shifting). Geographical Location shall be measured by GPS set.	Separate sheet may be used
4. Purpose of use of RT.	Separate sheet may be used
5. Detailed proposed network diagram of RT user showing all equipment.	Separate sheet may be used
6. Technical specification/catalogue with indication at least following information: name, type, manufacturer and country of origin, etc. for each equipment of RT system.	Separate sheet may be used
7. Name, orbital position of satellite, transponder number to be accessed and name of the Satellite Communication Service Provider (SCSP).	Separate sheet may be used
8. Details of Link budget calculation for each Link separately.	Separate sheet may be used
9. The TIN, latest Tax and VAT clearance certificate (if applicable) of RT user.	Separate sheet may be used
10. List of business and trade license (if any) of RT user.	Separate sheet may be used
11. Other documents as per this guideline (if any).	Separate sheet may be used

##### B. VSAT-HUB Operator (Licensee) Profile

1. Detail present/business address, License number, date of issue of License, last renewal date of License, Phone, FAX, E-mail, contact person of the Licensee.	Separate sheet may be used
2. Geographical Location of Domestic VSAT-HUB.	Separate sheet may be used
3. The TIN of the Licensee.	Separate sheet may be used

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

### C. Declaration

1. Has any Application for permission to install or shift of RT been rejected before?  
 Yes  No  
(if yes, please give date of application and reasons for rejection)
2. Has any permission to install or shift of RT issued previously to the Licensee been cancelled?  
 Yes  No (if yes, please give details)
3. I/We hereby certify that I/We have carefully read the guidelines/terms and conditions, for the license and I/We undertake to comply with the terms and conditions therein. (Terms and Conditions of License Guidelines for VSAT-HUB Operator are available at [www.btrc.gov.bd](http://www.btrc.gov.bd).)
4. I/We understand that this application if found incomplete in any respect and /or if found with conditional compliance shall be summarily rejected.
5. I/We understand that if at any time any information furnished for obtaining the permission is found incorrect then the permission if granted on the basis of such application shall deemed to be cancelled and shall be liable to action as per Bangladesh Telecommunication Act, 2001.

Date:

Signature and name of the

Place:

Applicant/Authorized Signatory with seal

**Note:** The completed application form is to be submitted to:

Director  
Legal and Licensing,  
Bangladesh Telecommunication Regulatory Commission (BTRC)  
IEB Bhaban, Ramna, Dhaka-1000.



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

## APPENDIX-7

### Bangladesh Telecommunication Regulatory Commission IEB Bhaban, Ramna, Dhaka-1000

#### REPORTING FOR PUTTING INTO OR CEASING FROM SERVICE OR SHIFTING OF GEOGRAPHICAL LOCATION OF VSAT-HUB

##### A. Domestic VSAT-HUB Operator Profile

1. Name of the VSAT-HUB Operator.	Separate sheet may be used
2. Detail permanent, present and registered office address, Phone, FAX, E-mail, License number and Contact person of Licensee.	Separate sheet may be used
3. Name, orbital position and transponder number of satellite to be accessed, Name, Registered and Business Address, Phone, FAX, E-mail and contact person of Satellite Communication Service Provider (SCSP).	Separate sheet may be used
4. The amount of Power Flux Density (PFD) in dB(W/m <sup>2</sup> ) with arrival angle (□) above the horizontal plane of the respective satellite on the surface of Bangladesh territory.	Separate sheet may be used
5. Details of Link budget calculation for uplink and down link separately.	Separate sheet may be used
6. Name of the place and Geographical Location (measured by GPS set) of VSAT-HUB installed and putting into service or ceasing from service or shifting of geographical Location.	Separate sheet may be used
7. Date of putting into service or ceasing from service or shifting of geographical location of the VSAT-HUB.	Separate sheet may be used
8. Technical specification/catalogue with indication at least following information: name, type, model, serial number, manufacturer and country of origin, etc. for each equipment of VSAT-HUB system including size and/or capacity as applicable for respective equipment.	Separate sheet may be used
9. List of equipment for monitoring, storing, analysing of system data and data storage provisioned for NTMC and Commission.	Separate sheet may be used
10. An undertaking (Appendix-9) in stamp paper as per Govt. rule and as per these guidelines.	To be enclosed with this reporting form.
11. A copy of agreement between satellite communication service provider and the Domestic VSAT-HUB Operator.	To be enclosed with this reporting form



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

## B. Declaration

1. I/We hereby certify that I/We have carefully read the guidelines/terms and conditions, in the license and I/We undertake to comply with the terms and conditions therein. (Terms and Conditions of License for VSAT-HUB Operator)
2. I/We understand that if at any time any information furnished in the reporting form is found incorrect then the license granted to us shall be liable to action as per Bangladesh Telecommunication Act, 2001.

Date:

Signature and name of the

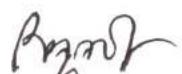
Place:

Applicant/Authorized

Signatory with seal

**Note:** The completed application form is to be submitted to:

Director  
Legal and Licensing,  
Bangladesh Telecommunication Regulatory Commission (BTRC)  
IEB Bhaban, Ramna, Dhaka-1000.



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

## APPENDIX-8

### Bangladesh Telecommunication Regulatory Commission IEB Bhaban, Ramna, Dhaka-1000

#### REPORTING FOR PUTTING INTO OR CEASING FROM SERVICE OR SHIFTING OF GEOGRAPHICAL LOCATION OF A REMOTE TERMINAL

##### A. Remote Terminal (RT) User Profile

1. Official Name and address of RT user.	Separate sheet may be used
2. Name and address of authorised person of RT user including Phone, FAX, Mail and Contact person.	Separate sheet may be used
3. Name, orbital position and transponder of satellite to be accessed, Name, Registered and Business Address, Phone, FAX, E-mail and contact person of Satellite Communication Service Provider (SCSP).	Separate sheet may be used
4. Name of place and Geographical Location (measured by GPS set) of RT installed and putting into service or ceasing from service or shifting of geographical location.	Separate sheet may be used
5. Date of putting into service or ceasing from service or shifting of geographical location of the RT.	Separate sheet may be used
6. Technical specification/catalogue with indication at least following information: name, type, model, serial number, manufacturer and country of origin, etc. for each equipment of RT system.	Separate sheet may be used
7. Details of Link budget calculation for each Link separately.	Separate sheet may be used
8. Latest Store position of RT as on (date).	Separate sheet may be used
9. An undertaking (Appendix-10) in stamp paper as per govt. rule and as per these guidelines.	To be enclosed with this reporting form.
10. Certificate for equipment, date of putting in to service or ceasing from service or shifting of geographical location and performance test results of RT from RT user shall be as per Appendix-10.	To be enclosed with this reporting form.
11. A copy of Service Level Agreement (SLA) between VSAT-HUB Operator and RT user including the amount of bandwidth sold and the Indicative Quality of Service (QoS) Parameters and Obligation as per Appendix-18.	To be enclosed with this reporting form.

## **B. Declaration**

1. I/We hereby certify that I/We have carefully read the guidelines/terms and conditions, in the license guidelines and I/We undertake to comply with the terms and conditions therein. (Terms and Conditions of License Guidelines for VSAT-HUB Operator.)
2. I/We understand that if at any time any information furnished in the reporting form is found incorrect then the license granted to us shall be liable to action as per Bangladesh Telecommunication Act, 2001.

Date:  
Place:

Signature and name of the  
Applicant/Authorized  
Signatory with seal

**Note:** The completed application form is to be submitted to:

Director  
Legal and Licensing,  
Bangladesh Telecommunication Regulatory Commission (BTRC)  
IEB Bhaban, Ramna, Dhaka-1000.



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

## APPENDIX-9

### UNDERTAKING OF VSAT-HUB OPERATOR

We, ... (name of authorized person of VSAT-HUB Operator).....of ... (name of VSAT-HUB Operator)...., having been given a License (License no..... dated ) to develop, establish, own, operate and maintain VSAT-HUB and Remote Terminal (RT) within Bangladesh from Bangladesh Telecommunication Regulatory Commission (the Commission) do hereby declare and undertake

1. That the software and hardware of the VSAT-HUB system equipment installed or to be installed in our premises and RT installed or to be installed in our customer premises conform to the requirements of the licensing conditions and guidelines.
2. That the system or software so installed does not allow any traffic to pass through the VSAT-HUB and RT equipment bypassing the monitoring system of VSAT-HUB.
3. That the software shall not be modified by the manufacturer/ supplier/ any operating/maintenance personnel or any other person to bypass or hide any traffic or other records of VSAT-HUB from monitoring system.
4. That any software change or upgrade shall be notified to the Commission with reasons thereof within 7 (seven) days of any such change.
5. That we shall be solely responsible and liable to the Commission for any unauthorized use of or activities related to the VSAT-HUB and/or RT equipment.
6. That we shall be responsible to the Commission for any breach of the above conditions in addition to the licensing guidelines.

We further declare and undertake that, if any of the above undertaking is breached by us for any reason, we shall be liable to be punished in accordance with conditions of the License and/or any other laws of Bangladesh.

On behalf of VSAT-HUB Operator,

(Signature, Name and Seal of authorized Person)



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

## APPENDIX-10

### UNDERTAKING OF VSAT-USER

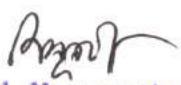
We, ... (name of authorized person of VSAT-User).....of ... ( name of VSAT-User)...., having been given a License (License no..... dated ) to develop, establish, own, operate and maintain VSAT-User Terminal within Bangladesh from Bangladesh Telecommunication Regulatory Commission (the Commission) do hereby declare and undertake

1. That the software and hardware of the VSAT- User Terminal system equipment installed or to be installed in our premises and RT installed or to be installed in our customer premises conform to the requirements of the licensing conditions and guidelines.
2. That the system or software so installed does not allow any traffic to pass through the VSAT-HUB and RT equipment bypassing the monitoring system of VSAT- User Terminal.
3. That the software shall not be modified by the manufacturer/ supplier/ any operating/maintenance personnel or any other person to bypass or hide any traffic or other records of VSAT- User Terminal from monitoring system.
4. That any software change or upgrade shall be notified to the Commission with reasons thereof within 7 (seven) days of any such change.
5. That we shall be solely responsible and liable to the Commission for any unauthorized use of or activities related to the VSAT- User Terminal.
6. That we shall be responsible to the Commission for any breach of the above conditions in addition to the licensing guidelines.

We further declare and undertake that, if any of the above undertaking is breached by us for any reason, we shall be liable to be punished in accordance with conditions of the License and/or any other laws of Bangladesh.

On behalf of VSAT- User,

(Signature, Name and Seal of authorized Person)



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Director (Licensing)  
Legal & Licensing Division  
Bangladesh Telecommunication  
Regulatory Commission

## APPENDIX-11

### UNDERTAKING OF REMOTE TERMINAL (RT) USER

We, ... (name of authorized person of RT user)..... of ... (name of RT user)...., having been given RT service from ... (name of VSAT-HUB Operator) ..... on ..... do hereby declare and undertake

1. That the Technical people of (name of RT user) shall not be involved with any sort of malpractice using RT and user's own network in association with the Technical people of (name of VSAT-HUB operator).
2. That we shall return our RT as per service level agreement to the RT provider (Licensee) when it shall be ceased from service.
3. That we shall be solely responsible and liable to the Commission for any unauthorized use of the RT equipment by our personnel.
4. That we shall be responsible to the Commission for any breach of the above conditions in addition to the licensing guidelines.

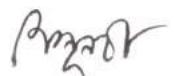
We further declare and undertake that, if any of the above undertaking is breached by us for any reason, we shall be liable to be punished in accordance with conditions of the License and/or any other laws of Bangladesh.

On behalf of VSAT-HUB Operator,

On behalf of RT user,

(Counter Signature, Name and Seal of  
authorized Person)

(Signature, Name and Seal of authorized  
Person)



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

## APPENDIX-12

### **CERTIFICATE OF EQUIPMENT, DATE OF PUTTING IN TO SERVICE OR CEASED FROM SERVICE OR SHIFTING GEOGRAPHICAL LOCATION AND PERFORMANCE TEST RESULT OF REMOTE TERMINAL (RT)**

This is to certify that ....(name of VSAT-HUB Operator).. has supplied and installed following equipment on rental basis in our premises as per contract no..... dated:..... to us.

1. Name of each type of equipment:
2. Model and serial number/ID no. of each equipment:
3. Operating voltage (AC and/or DC) of each equipment:
4. Manufacturers of installed equipment:
5. Country of origin of each equipment:
6. Date of putting into service or ceased from service or shifting of geographical location of RT: (in case of ceasing from service, Performance Test Result is not required).
7. Name of place, Address and Geographical Location (to be measured by GPS set) where RT has installed:
8. Performance Test Result (Test parameters and its measured values including reference values) of each equipment:
9. Name and Address of RT user including Phone, FAX, E-mail and Contact person:

On behalf of VSAT-HUB Operator,

(Counter Signature, Name and Seal of  
authorized Person)

On behalf of RT user,

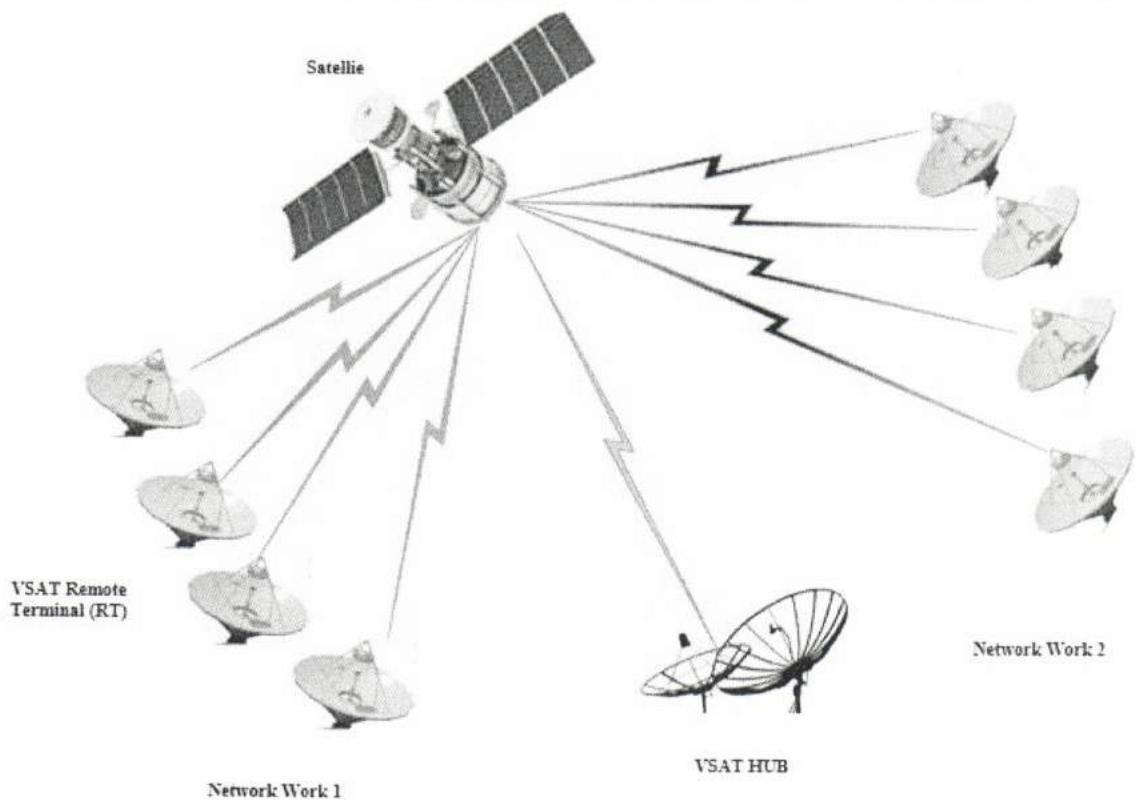
(Signature, Name and Seal of  
authorized Person)

(Note: Certificate to be issued in Letter Head Pad of RT user.)



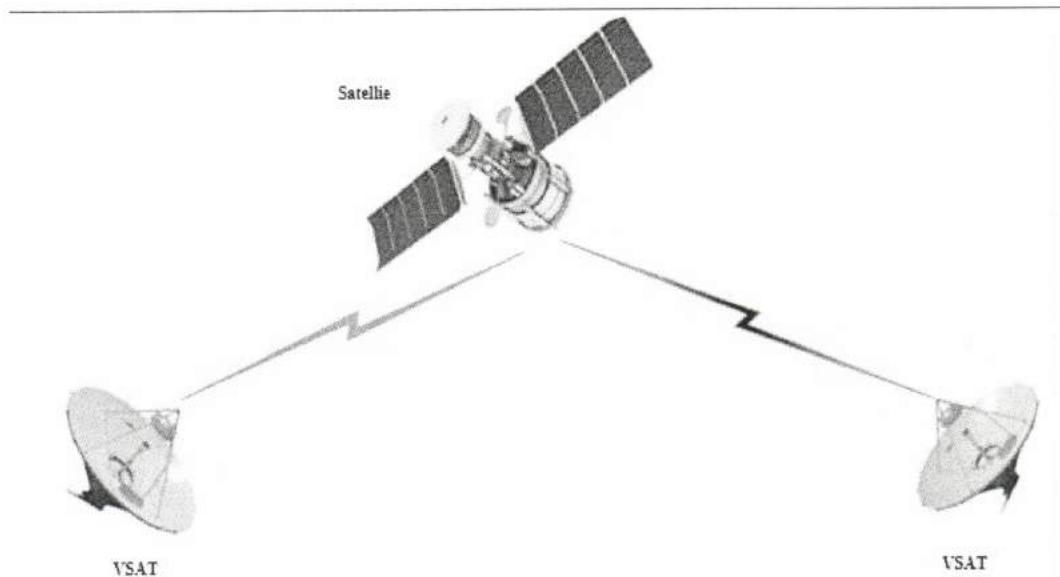
Md. Nurannabi  
Director (Licensing)  
Legal & Licensing Division  
Bangladesh Telecommunication  
Regulatory Commission

## APPENDIX-13



Network Diagram of a VSAT HUB Operator

## APPENDIX-14



Network Diagram of a VSAT User

## APPENDIX-15

No. BTRC/LL/VSAT-P/H-----

Date: - - 2010

### **LICENSE FOR VSAT HUB OPERATOR**

In exercise of the powers conferred by under sections 36 of The Bangladesh Telecommunications Act, 2001, the Bangladesh Telecommunication Regulatory Commission (hereinafter referred to as the "Commission"), upon consideration of the application dated ----- and payment of license fee and other charges, is pleased to grant ----- having its registered Head office at -----

### **LICENSE**

For a period of 10 (ten) years with effect from the \_\_\_\_\_ day of \_\_\_\_\_ 20 to \_\_\_\_\_ day of \_\_\_\_\_ 20 and thereafter renewable from every five year

#### **To**

Build, Own and Operate (BOO) VSAT Hub for providing VSAT Service through point to point International and Domestic data Circuit (Excluding Voice Communication) subject to the following terms and conditions:

### **TERMS AND CONDITIONS**

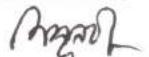
#### **1. Definitions and Interpretations:**

For the purpose of this License, the following terms shall, unless repugnant to the context, have the meanings set forth below:

- (a) "Act" means Bangladesh Telecommunication Act, 2001. (Act No. XVIII of 2001)
- (b) "License" means this License for VSAT Provider with Hub.
- (c) The term "or" shall include "and" but not vice versa.
- (d) Singular number shall include plural number and vice versa.
- (e) "Person" includes an individual having natural personality, a partnership, society, company, corporation, co-operative society and statutory body.
- (f) Any reference in this License to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication.

#### **2. Duration and Nature of the License:**

201 Unless otherwise cancelled or surrendered by the Licensee earlier this license shall remain valid for 10 (ten) years as mentioned above subject to timely payment of necessary fees, charges, etc., and compliance by the Licensee with the terms and conditions as may be prescribed by the Commission from time to time. Under no circumstances the license shall be renewed for further period. The license shall be



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

treated as cancelled after the completion of 5 (five) years from the date of issue of this license.

- 2.02 This License is not transferable and any such transfer of this License shall be void and the license so transferred shall stand cancelled,
- 2.03 This Licensee shall build, own and operate VSAT Hub for providing VSAT Service through point to point International and Domestic data Circuit (Excluding Voice Communication).

### 3. Responsibilities of the Licensee:

In addition to the responsibilities and obligations specified in relevant Laws, Regulations of the Commission and in other clauses of this License, the Licensee shall have the following responsibilities:

- 3.01 The Licensee shall not provide any service other than those specified in this License. The Licensee shall obtain separate license for radio equipment, subject to the availability of frequency and Frequency Allocation Plan in force.
- 3.02 The Licensee shall furnish necessary information, statement of accounts and other related matters supported by documents as may be sought for from time to time by the Commission.
- 3.03 The Licensee shall take adequate steps to prevent harmful emission from their system hazardous to environment and shall take special care in respect of storage, usage and disposal of batteries to be used in the installations and systems of the Licensee.
- 3.04 The Licensee shall refrain from causing interference with the system of other ISPs and telecom operators.
- 3.05 The Licensee shall not do anything while providing VSAT service which is against the national security and interest.
- 3.06 The Licensee shall pay all applicable annual fees and charges to the Commission every year (term) on or before the date of commencement of each term under clause 2 hereinabove.
- 3.07 The Licensee shall provide VSAT service only to those having VSAT RT User permit from the Commission. Otherwise license shall be treated as cancelled and license shall not be renewed for the further period.
- 3.08 The antennae and mast as may be erected by the licensee for use of at any station shall be in conformity with the requirements of International Civil Aviation Organization (ICAO) and Civil Aviation of Bangladesh and other relevant Authorities.
- 3.09 The Licensee shall take prior permission from the Commission before initiating import of any equipment necessary to perform under this license.



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

3.10 The Licensee shall take “No Objection Certificate” (NOC) from the Commission for the purpose of Custom clearance (for import, re-export for fault rectification and re-import after rectification) of VSAT equipment to and from Bangladesh.

3.11 The Licensee shall furnish to the Commission the Copy of agreement with the VSAT Users within 1 (one) month after execution thereof and also furnish all related information (including satellite) and documents to the Commission regarding remittance to the foreign companies.

3.12 The Licensee shall furnish to the Commission the Copy of agreement with the Satellite Operator within 1 (one) month after execution thereof and also furnish all related information (including satellite) and documents to the Commission regarding remittance to the foreign satellite companies.

3.13 The Licensee shall submit to the Commission quarterly statement showing certificate from Bangladesh Bank for sending remittance to Satellite Company and the local bank transaction in favour of VSAT RT users/the Licensee itself. Otherwise license shall be treated as cancelled and license shall not be renewed for the further period.

3.14 The Licensee shall be extended Lawful Interception System to National Monitoring Centre (NTMC) premises including transmission media, other necessary hardware and software for on-line and off-line monitoring.

3.15 The Commission may decide to discontinue the use of international VSAT RT operation at any time before completion of duration of this license and the Licensee shall be bound to obey and comply with the decision of the Commission.

3.16 The Commission shall have the right to check and measure the quality of service provided by the Licensee at any time during the currency of the license.

3.17 The Licensee and the VSAT RT users shall not use any T1 or E1 or equivalent type of connection from any PSTN or Mobile Telecom Operator.

3.18 The Licensee shall not sell any equipment imported by it to anybody without prior written permission of the Commission. In case the Licensee intends to sell any equipment it shall apply to the Commission stating the specification of such equipment, particulars of import of the same, reasons for sale and particulars of the prospective buyer.

3.19 In cases of failure to provide service or discharge any responsibility under this license or any law for any reason which beyond control of the Licensee like war, civil commotion, general strike, sabotage, fire, flood, cyclone, tornado, tidal surge, tsunami, earthquake, explosion, epidemic, quarantine restriction, order of the Government or Court or law enforcing agency or the Commission, the Licensee shall, within three days of commencement of any such event, notify, in writing, both the Commission and the subscribers. If duly notified the subscribers shall not have any right to claim any damage from the Licensee. The Licensee shall have to undertake all out efforts to resume the service soon after such event comes to an end or ceases to exist. The decision of the Commission fixing the date from which the service should be so resumed by the Licensee shall be final and binding upon the Licensee. The force majeure events noted in this clause shall not in any way cause extension of the period of this License and

shall not be any ground for non-payment or delay in payment of any fee or charge.

- 3.20 If the Licensee intends to cease to provide service under this License, the Licensee shall give notice of such intention, in writing, to the Commission and to the VSAT RT users if any, 90 (ninety) days before such intended stoppage of service, failing which the licensee shall be liable to pay administrative fine of taka 5 (five) lac only to the Commission and compensation at the rate of taka 1 (one) lac only to each subscriber.
- 3.21 The Licensee shall keep the original copy of this License in the Licensee's registered Head Office in such a manner that it remains clearly visible by the visitor and photocopies of the same at branch office(s), if any.

#### **4. Miscellaneous:**

- 4.01 The Commission or its authorized representatives shall have right of unrestricted access to the VSAT installations for monitoring and inspection without any prior notice. The Licensee shall provide all sorts of cooperation and assistance for inspection and monitoring.
- 4.02 The Licensee shall provide copies of records, documents and other information relating to the licensee's business relating to this license as required by the Commission.
- 4.03 The Commission reserves exclusive right and authority to fix and change the fees, tariff and charges of the License from time to time.
- 4.04 The Licensee shall submit to the Commission in writing a tariff plan for necessary approval before providing any service. The Licensee shall not alter the tariff, call charge and other charges without the prior approval of the Commission.
- 4.05 This license shall be deemed to be a license/license document or license contract, a legal authorization for the purpose above mentioned and in case of dispute between the service Provider and the user the Commission shall have the exclusive jurisdiction to decide the same and both the parties shall be bound by the decision of the Commission.
- 4.06 The licensee shall be responsible for all the permitted domestic VSAT RT and International VSAT RT and submit all information, documents, annual fees etc to the Commission as and when required and applicable.
- 4.07 The Commission has the right and authority to change, amend, vary or revoke any of the terms and conditions of this License and also to incorporate new terms and conditions as may be necessary for the interest of national security, or public interest, or any other reason, in consonance with the provisions relevant laws of the land.
- 4.08 The Licensee shall comply with all terms and conditions of this License, applicable laws including the Bangladesh Telecommunication Act, 2001 and any applicable subsidiary legislation and all directions issued by the Commission from time to time.
- 4.09 The Commission reserves exclusive right and authority to explain or interpret any provision of this License, if any confusion arises regarding the actual sense or import of any provision of this License. The explanation of the Commission shall be final and binding on the Licensee.

- 4.10 Violation of any of the conditions of the License shall render the License to be cancelled.
- 4.11 The License shall abide by the terms and conditions of the Regulatory and Licensing Guidelines for VSAT Hub Operator License and VSAT RT users.
- 4.12 If any involvement of the Licensee with illegal call termination or origination is found through any inquiry or investigation or search, this license shall be cancelled and other lawful actions against the Licensee shall follow.
- 4.13 In addition the grounds described above, this License may be cancelled for any reason(s) including but not limited to those described below:
  - (a) in the event of the Licensee's liquidation, bankruptcy or state of insolvency, or in the event that an application for declaration of bankruptcy or similar declaration or order is filed by the Licensee itself or a third party against the Licensee;
  - (b) in the event the Licensee ceases to carry on business of providing VSAT service; or
  - (c) in the event the Licensee denies / refrains from duly complying with any decision or directive of the Commission.
- 4.14 Cancellation of License for any reason 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 of License shall not relieve the Licensee from any obligations accrued and due under law or this License.
- 4.15 In case the original copy of this License is lost or destroyed the Licensee shall record information of such loss or destruction in the General Dairy of the police-station within the jurisdiction of which such loss or destruction occurs and publish the same information in one Bengali and one English national dailies and apply to the Commission for a certified copy of this License with a fee of taka 500 (five hundred) Only within 15 (fifteen) days of such loss or destruction and the Commission, being satisfied about the veracity of the occurrence, shall issue a certified copy of this License within 15 (fifteen) days receipt such application.
- 4.16 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.
- 4.17 This License shall be governed by and construed in accordance with the laws of Bangladesh.

For and on behalf of The Bangladesh Telecommunication Regulatory Commission

Commissioner

Chairman

## APPENDIX-16

No. BTRC/LL/VSAT-P/H-----

Date: - - 2020

### LICENSE FOR VSAT USER

In exercise of the powers conferred by under sections 36 of The Bangladesh Telecommunications Act, 2001, the Bangladesh Telecommunication Regulatory Commission (hereinafter referred to as the "Commission"), upon consideration of the application dated ----- and payment of license fee and other charges, is pleased to grant ----- having its registered Head office at -----

### **LICENSE**

For a period of 5 (five) years with effect from the \_\_\_\_\_ day of \_\_\_\_\_ 20 to \_\_\_\_\_ day of \_\_\_\_\_ 20 and thereafter renewable from every five year

To

Build, Own and Operate (BOO) VSAT terminal for obtaining VSAT Service through point to point International and Domestic data Circuit (Excluding Voice Communication) subject to the following terms and conditions:

### TERMS AND CONDITIONS

#### **1. Definitions and Interpretations:**

For the purpose of this License, the following terms shall, unless repugnant to the context, have the meanings set forth below:

- (a) "Act" means Bangladesh Telecommunication Act, 2001. (Act No. XVIII of 2001)
- (b) "License" means this License for VSAT Provider with Hub.
- (c) The term "or" shall include "and" but not vice versa.
- (d) Singular number shall include plural number and vice versa.
- (e) "Person" includes an individual having natural personality, a partnership, society, company, corporation, co-operative society and statutory body.
- (f) Any reference in this License to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication.

#### **2. Duration and Nature of the License:**

201 Unless otherwise cancelled or surrendered by the Licensee earlier this license shall remain valid for 5 (five) years as mentioned above subject to timely payment of necessary fees, charges, etc., and compliance by the Licensee with the terms and conditions as may be prescribed by the Commission from time to time. Under no circumstances the license shall be renewed for further period. The license shall be



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

treated as cancelled after the completion of 5 (five) years from the date of issue of this license.

202 This License is not transferable and any such transfer of this License shall be void and the license so transferred shall stand cancelled,

203 This Licensee shall build, own and operate VSAT terminal for obtaining VSAT Service through point to point International and Domestic data Circuit (Excluding Voice Communication).

**3. Responsibilities of the Licensee:**

In addition to the responsibilities and obligations specified in relevant Laws, Regulations of the Commission and in other clauses of this License, the Licensee shall have the following responsibilities:

3.01 The Licensee shall not obtain any service other than those specified in this License. The Licensee shall obtain separate license for radio equipment, subject to the availability of frequency and Frequency Allocation Plan in force.

3.02 The Licensee shall furnish necessary information, statement of accounts and other related matters supported by documents as may be sought for from time to time by the Commission.

3.03 The Licensee shall take adequate steps to prevent harmful emission from their system hazardous to environment and shall take special care in respect of storage, usage and disposal of batteries to be used in the installations and systems of the Licensee.

3.04 The Licensee shall refrain from causing interference with the system of other ISPs and telecom operators.

3.05 The Licensee shall not do anything while obtaining VSAT service which is against the national security and interest.

3.06 The Licensee shall pay all applicable annual fees and charges to the Commission every year (term) on or before the date of commencement of each term under clause 2 hereinabove.

3.07 The Licensee shall ensure that the satellite it is using for obtaining the service, has the 'Satellite Landing Rights' permission to operate in Bangladesh.

3.08 The antenna and mast as may be erected by the licensee for use of at any station shall be in conformity with the requirements of International Civil Aviation Organization (ICAO) and Civil Aviation of Bangladesh and other relevant Authorities.

3.09 The Licensee shall take prior permission from the Commission before initiating import of any equipment necessary to perform under this license.



Md. Nurannabi  
Director (Licensing)  
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3.10 The Licensee shall take “No Objection Certificate” (NOC) from the Commission for the purpose of Custom clearance (for import, re-export for fault rectification and re-import after rectification) of VSAT equipment to and from Bangladesh.

3.11 The Licensee shall furnish to the Commission the Copy of agreement with the Satellite Operator within 1 (one) month after execution thereof and also furnish all related information (including satellite) and documents to the Commission regarding remittance to the foreign companies.

3.12 The Licensee shall submit to the Commission quarterly statement showing certificate from Bangladesh Bank for sending remittance to Satellite Company and the local bank transaction in favour of VSAT RT users/the Licensee itself. Otherwise license shall be treated as cancelled and license shall not be renewed for the further period.

3.13 The Licensee shall be extended Lawful Interception System to National Monitoring Centre (NTMC) premises including transmission media, other necessary hardware and software for on-line and off-line monitoring.

3.14 The Commission may decide to discontinue the use of international VSAT User operation at any time before completion of duration of this license and the Licensee shall be bound to obey and comply with the decision of the Commission.

3.15 The Commission shall have the right to check and measure the quality of service provided by the Licensee at any time during the currency of the license.

3.16 The Licensee shall not use any T1 or E1 or equivalent type of connection from any PSTN or Mobile Telecom Operator.

3.17 The Licensee shall not sell any equipment imported by it to anybody without prior written permission of the Commission. In case the Licensee intends to sell any equipment it shall apply to the Commission stating the specification of such equipment, particulars of import of the same, reasons for sale and particulars of the prospective buyer.

3.18 In cases of failure to provide service or discharge any responsibility under this license or any law for any reason which beyond control of the Licensee like war, civil commotion, general strike, sabotage, fire, flood, cyclone, tornado, tidal surge, tsunami, earthquake, explosion, epidemic, quarantine restriction, order of the Government or Court or law enforcing agency or the Commission, the Licensee shall, within three days of commencement of any such event, notify, in writing, both the Commission and the subscribers. If duly notified the subscribers shall not have any right to claim any damage from the Licensee. The Licensee shall have to undertake all out efforts to resume the service soon after such event comes to an end or ceases to exist. The decision of the Commission fixing the date from which the service should be so resumed by the Licensee shall be final and binding upon the Licensee. The force majeure events noted in this clause shall not in any way cause extension of the period of this License and shall not be any ground for non-payment or delay in payment of any fee or charge.

3.19 If the Licensee intends to cease to provide service under this License, the Licensee shall give notice of such intention, in writing, to the Commission, 90 (ninety) days before such intended stoppage of service, failing which the licensee shall be liable to pay administrative fine of taka 5 (five) lac only to the Commission.

3.20 The Licensee shall keep the original copy of this License in the Licensee's registered Head Office in such a manner that it remains clearly visible by the visitor and photocopies of the same at branch office(s), if any.

**4. Miscellaneous:**

4.01 The Commission or its authorized representatives shall have right of unrestricted access to the VSAT installations for monitoring and inspection without any prior notice. The Licensee shall provide all sorts of cooperation and assistance for inspection and monitoring.

4.02 The Licensee shall provide copies of records, documents and other information relating to the licensee's business relating to this license as required by the Commission.

4.03 The Commission reserves exclusive right and authority to fix and change the fees, tariff and charges of the License from time to time.

4.04 This license shall be deemed to be a license/license document or license contract, a legal authorization for the purpose above mentioned and in case of dispute between the service Provider and the user the Commission shall have the exclusive jurisdiction to decide the same and both the parties shall be bound by the decision of the Commission.

4.05 The Commission has the right and authority to change, amend, vary or revoke any of the terms and conditions of this License and also to incorporate new terms and conditions as may be necessary for the interest of national security, or public interest, or any other reason, in consonance with the provisions relevant laws of the land.

4.06 The Licensee shall comply with all terms and conditions of this License, applicable laws including the Bangladesh Telecommunication Act, 2001 and any applicable subsidiary legislation and all directions issued by the Commission from time to time.

4.07 The Commission reserves exclusive right and authority to explain or interpret any provision of this License, if any confusion arises regarding the actual sense or import of any provision of this License. The explanation of the Commission shall be final and binding on the Licensee.

4.08 Violation of any of the conditions of the License shall render the License to be cancelled.

4.09 The License shall abide by the terms and conditions of the Regulatory and Licensing Guidelines for VSAT Hub Operator License and VSAT RT users.

4.10 If any involvement of the Licensee with illegal call termination or origination is found through any inquiry or investigation or search, this license shall be cancelled and other lawful actions against the Licensee shall follow.

4.11 In addition the grounds described above, this License may be cancelled for any reason(s) including but not limited to those described below:

- in the event of the Licensee's liquidation, bankruptcy or state of insolvency, or in the event that an application for declaration of bankruptcy or similar declaration or order is filed by the Licensee

- itself or a third party against the Licensee;
- in the event the Licensee ceases to carry on business of providing VSAT service; or
- in the event the Licensee denies / refrains from duly complying with any decision or directive of the Commission.

4.12 Cancellation of License for any reason 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 of License shall not relieve the Licensee from any obligations accrued and due under law or this License.

4.13 In case the original copy of this License is lost or destroyed the Licensee shall record information of such loss or destruction in the General Dairy of the police-station within the jurisdiction of which such loss or destruction occurs and publish the same information in one Bengali and one English national dailies and apply to the Commission for a certified copy of this License with a fee of taka 500 (five hundred) Only within 15 (fifteen) days of such loss or destruction and the Commission, being satisfied about the veracity of the occurrence, shall issue a certified copy of this License within 15 (fifteen) days receipt such application.

4.14 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.

4.15 This License shall be governed by and construed in accordance with the laws of Bangladesh.

For and on behalf of The Bangladesh Telecommunication Regulatory Commission

Commissioner

Chairman



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

## APPENDIX-17

No. BTRC/LL/VSAT/D-RT(---)/2010-

Date : - - -2010

**Subject: Permission to install, operate, use and maintain domestic VSAT RT.**

**Ref:** Your letter No. -----, Dated: .....

Bangladesh Telecommunication Regulatory Commission (in short Commission), in exercise of the power of the Bangladesh Telecommunication Act 2001, is pleased to issue Permit to the----- for Installing, Operating, Using and Maintaining Domestic/International VSAT RT of point to point international data circuit (Excluding Voice Communication) subject to the following terms and conditions:

1. This permit shall remain valid up to.....subject to the submission of annual payment and required document to the Commission.
2. This permit unless otherwise cancelled earlier shall be subject to the condition of compliance with the conditions as may be prescribed from time to time.
3. The Installation shall be located at .....
4. The destination of the VSAT circuit will be located at.....  
.....
5. The name of the VSAT Hub Operator is .....
6. The permit holder shall not carry on service other than that mentioned above.
7. The permit holder shall have the option to take domestic/International VSAT RT connection from any VSAT Hub Operator having licensed from the Commission.
8. The permit holder shall furnish statements and information as may be called for by the Commission from time to time.
9. The permit holder shall obtain separate assignment for frequency and shall not resell or sublease the bandwidth to others, else this permit shall be cancelled.
10. The Commission shall have free access to the installations and equipment of the permit holder for inspection as and when necessary and the permit holder shall always provide all sorts of cooperation and assistance for the same.
11. The permit holder shall not use any T1 or E1 or equipment type of connection from any PSTN or Mobile Telecom Operator.
12. The License shall abide by the terms and conditions of the Regulatory and Licensing Guidelines for VSAT Hub Operator License and VSAT RT users.
13. The permit holder shall ensure that their service, system and installations are free from harmful emission to environment and do not cause any interference with the system of other operators and more particularly with the security and other security installations of the People's Republic of Bangladesh.
14. This permit is not transferable. In case of transfer, it shall automatically be void and the permit shall be treated as cancelled.

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

15. The permit holder shall abide by all the relevant provisions of the laws and regulations on telecommunications in force in Bangladesh.
16. The permit holder shall be responsible for compliance with the terms and conditions of the permit. And in case of contravention of the provisions of law related with the matters under this permit, the permit holder shall be liable for both civil and criminal actions.
17. This permit holder shall be deemed to be a legal authorization for the purpose above mentioned and between the permit holder and other operator, Commission shall have the exclusive jurisdiction to decide all the disputes arising there from and both the parties shall be bound by the decision of the Commission.
18. Violation of any of the terms and conditions of the permit shall render the permit to be cancelled.
19. The Commission reserves exclusive right to alter, change or modify any of the terms and conditions of the permit as and when necessary and the permit holder shall be bound by the changed conditions.
20. The permit holder shall abide by the terms and conditions of the permit which will be amended by the Commission following the ILDTS Policy of 2009.
21. The permit holder shall abide by the terms and conditions of the Regulatory and Licensing Guidelines for VSAT Hub Operator and submit all the information, documents, annual fees etc to the Commission when required and applicable.

(-----)

To

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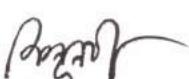


Md. Nurannabi  
Director (Licensing)  
Legal & Licensing Division  
Bangladesh Telecommunication  
Regulatory Commission

**APPENDIX-18**  
**INDICATIVE QOS PARAMETERS AND OBLIGATIONS**

<b>QoS Parameter</b>	<b>Measure</b>	<b>Measurement method</b>	<b>Obligation during the 1<sup>st</sup> year following the License attribution</b>	<b>On-going obligation after the 1<sup>st</sup> year following the License attribution</b>
Bit Error Rate (BER)	This measures the end to end performance of the link	The BER is measured by a BER test device or procedure set up by VSAT Licensee	< 10 E-8	< 10 E-9
Detection time	This measures the time it takes for the Network Management Function to detect connectivity failures	Time is measured by service provider	< 1 hour	< 1 hour
Fault repair time	This measures the time between a reported or detected fault and the service is restored	Time is measured by service provider in hours  - Area 1 (e.g., main land)  - Area 2 (e.g., remote locations)	The shortest of the two: 1. Time agreed with customer 2. Or: < 8 hours for main land < 24 hours for remote locations	The shortest of the two: 1. Time agreed with customer 2. Or < 4 hours for main land  < 24 hours for remote locations
Throughput and bandwidth utilization versus Committed Information Rate (CIR)	This measures the throughput obtained at each remote site on the uplink and downlink versus CIR level specified in the SLA between service provider and customer. The CIR may be lower than delivered bandwidth in case of shared bandwidth	Measured by service provider as a percentage of bandwidth delivered over bandwidth committed	> 95%	> 99%
Installation time	Average time from a valid order received to initiation of service	Installation time is measured in days between the time the valid order is received and the service is initiated  - SCPC with MPLS data services - Star TDMA	< 20 days  < 5 days	< 15 days  < 5 days

Network availability	<p>This parameter provides a measure of the proportion of time that the space and ground segment network is available to customers. It is defined as a proportion of time during which the hub and associated services such as Domain Name Service are operational</p>	<p>For each hub station, the number of hours during which at least 80% of the booked transponder capacity is operational during the month is determined and divided by the number of hours in the month. Network availability is the average of each hub availability</p>	> 98%	> 99.5 %
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Md. Nurannabi  
 Director (Licensing)  
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 Bangladesh Telecommunication  
 Regulatory Commission