



BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

BTRC Bhaban, Plot # E-5/A, Agargaon Administrative Area
Sher-e-Bangla Nagar, Dhaka-1207.

No.: 14.32.0000.000.702.51.0050.25.177

Date: 25-03-2025

REGULATORY AND LICENSING GUIDELINES

FOR

**NON-GEOSTATIONARY ORBIT (NGSO) SATELLITE
SERVICES OPERATOR**

IN

BANGLADESH

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TABLE OF CONTENTS

Sl.	Content	Page
1.	Regulatory and Licensing Guidelines for Non-Geostationary Orbit (NGSO) Satellite Services Operator	03
2.	Appendix-1: Application Form/ Letter of Transmittal	27
3.	Appendix-2: Pro-Forma of Affidavit	31
4.	Appendix-3: Letter of Authorization and Declaration/ Power of Attorney	33
5.	Appendix-4: Generic Form of NGSO Satellite Services Operator License	34
6.	Appendix-5: Generic Form of Radio Communications Apparatus License for Non-Geostationary Orbit (NGSO) Satellite Services	56
7.	Schedule-1: Interpretations, Definitions and Abbreviations	65



BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION
BTRC BHABAN, PLOT # E-5/ A, AGARGAON ADMINISTRATIVE AREA
SHER-E BANGLA NAGAR, DHAKA-1207.

**Regulatory and Licensing Guidelines for Non-Geostationary Orbit (NGSO)
Satellite Services Operator**

1. INTRODUCTION

- 1.1 The Government has authorized the Bangladesh Telecommunication Regulatory Commission (BTRC/ Commission) to issue the approved Regulatory and Licensing Guidelines for introducing Non-Geostationary Orbit (NGSO) satellite service in Bangladesh. As such the Commission has been empowered by the Government under the Section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (as amended) in brief the 'Act' to issue Licenses for the operation and provision of respective telecommunication services.
- 1.2 Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue this Regulatory and Licensing Guidelines for those applicants who are eligible and intend to provide NGSO satellite Services in Bangladesh.
- 1.3 The Act specifically provides, under Section 35 and 55, that the establishment, operation or use of telecommunication system including radio apparatus and providing telecommunication services in Bangladesh without a license is an offence, punishable with an imprisonment or a fine or both. The Act also provides exclusive right and authority of the Commission in determining all issues in relation to assignment of spectrum and issuance of Radio Communications Apparatus License and any other related matters.
- 1.4 These Guidelines, may be withdrawn, revised, updated or amended from time to time, according to Section 34 of the Bangladesh Telecommunication Regulation Act, 2001 to take into consideration various factors including, but not limited to, any threat to public health, national security and statutory or court orders.
- 1.5 These Guidelines are approved by the Government and shall come into effect from the date of issuance by the Commission.

2. OBJECTIVES

- 2.1 These guidelines are intended to deliver an overview of the licensing and regulatory framework for providing and operating NGSO satellite Services in Bangladesh.
- 2.2 These Guidelines will permit to build, own, maintain and operate NGSO satellite network which meets the ITU standards approved by the Government/ Commission.

3. TITLE

These Guidelines are to be termed as "**Regulatory and Licensing Guidelines for Non-Geostationary Orbit (NGSO) Satellite Services Operator**" and the Licenses issued through these Guidelines to be termed as "**Non-Geostationary Orbit (NGSO)**

Satellite Services Operator License” and “Radio Communications Apparatus License for Non-Geostationary Orbit (NGSO) Satellite Services”.

4. AVAILABILITY OF THE LICENSING GUIDELINES

These Guidelines are available on the BTRC website: www.btrc.gov.bd for information only.

5. APPLICATION FORM/ LETTER OF TRANSMITTAL

The applicant shall submit Application for **“Non-Geostationary Orbit (NGSO) Satellite Services Operator License”** to the Commission in the prescribed application form duly filled in, signed and sealed, along with all the necessary documents and information. The detailed requirements for submission of documents along with the prescribed application form/ letter of transmittal is appended with this guideline at APPENDIX-1.

6. SUBMISSION OF DOCUMENTS

- 6.1 The application in applicant's letterhead pad shall include duly completed application form/ letter of transmittal (Appendix-1) with supporting documents along with an affidavit duly attested by notary public as per attached format (Appendix-2). Each page of the application along with purchased guidelines and all other supporting documents shall have to be signed by the applicant's authorized personnel.
- 6.2 The applicant shall submit a non-refundable application/ processing fee of BDT 5,00,000/- (five lac) and 15% (fifteen percent) VAT thereon in BDT payable in favour of the Bangladesh Telecommunication Regulatory Commission in the form of bank draft or pay order from any scheduled bank of Bangladesh.
- 6.3 The applicant(s) shall submit 2 (two) copies of its application with all relevant documents of which 1 (one) shall be original. The applicant(s) shall also submit soft copy of all the documents in portable storage device (scanned PDF) to the Commission.
- 6.4 The applicant(s) shall mention in its application about the spectrum bands, from the bands listed in clause 19.01 of these Guidelines, required for the operation of NGSO satellite network in Bangladesh.
- 6.5 **Coexistence with Other Systems:** The applicant shall submit a comprehensive plan that demonstrates how coexistence is possible between their proposed NGSO satellite network and the following licensed networks in Bangladesh, to ensure the quality of service of existing and/ or future Bangladeshi space and terrestrial services remain unaffected and uninterrupted:
 - (a) existing and future geostationary satellite systems.
 - (b) existing and future non-geostationary satellite systems.
 - (c) existing and future terrestrial services of Bangladesh.
 - (d) other specific co-frequency earth stations registered from Bangladesh with the ITU.
- 6.6 **Protection of Other Services:** The applicant shall submit a comprehensive report containing sufficient technical evidence to show compliance with the provisions of ITU regarding the protection of other licensed services in Bangladesh (terrestrial, GSO satellite, other NGSO satellite) and explain the methodologies to be used to mitigate any potential interference. This includes providing an overview of interference

mitigation strategies and detailed technical justifications to demonstrate how their NGSO satellite system will coexist with other services effectively and safely.

6.7 The Commission reserves the right and authority to reject the application if it is found that the information or documents provided within the application is untrue, inaccurate or incomplete.

7. PROCESSING OF APPLICATIONS

7.1 The Commission will form an evaluation committee to evaluate the documents and information. The evaluation committee will evaluate the proposals/ offers based on the documents/ information submitted by the applicant(s). The evaluation committee will submit their recommendation to the Commission within the stipulated time. Taking into consideration of the recommendation of the evaluation committee, the Commission will forward its recommendation to the Government. After obtaining the approval of the Government, the Commission will notify the selected applicants.

7.2 In the event the Commission requires additional information from the applicant(s), the Commission may request for such information in writing to the applicant(s). The information requested for must be forwarded within a stipulated time as decided by the Commission.

8. ISSUANCE OF LICENSE

The Licenses will be awarded after evaluation of application, obtaining prior approval of the Government and depositing the License acquisition fee by the applicant within the time stipulated in these guidelines.

9. GENERIC FORM OF LICENSE

The Generic forms of “Non-Geostationary Orbit (NGSO) Satellite Services Operator License” and “Radio Communications Apparatus License for Non-Geostationary Orbit (NGSO) Satellite Services” based on these Guidelines are appended as Appendix-4 and Appendix-5 respectively.

10. ELIGIBILITY

10.1 Proprietorship, partnership and companies registered under “Registrar of Joint Stock Companies and Firms” under the Companies Act 1994 are eligible to apply for the License to build, own, maintain and operate NGSO Satellite systems and services in Bangladesh.

10.2 To build, own, maintain and operate NGSO Satellite systems and services, 100% Foreign Direct Investment (FDI) or Foreign Partnership or Joint Venture or investment from Non-Resident Bangladeshi (NRB) is permitted. In case of foreign investment, the entity shall follow the FDI policy of the Government and all the rules, regulations and instructions of Bangladesh Bank, Bangladesh Investment Development Authority (BIDA) and any other competent authority of the Government shall be binding to the license.

11. DISQUALIFICATIONS

An applicant shall be disqualified from obtaining a License, if-

(a) in the case of an individual-

(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 minimum 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 any 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 any Court and has not been discharged from the liability of bankruptcy;
- (v) he has been identified or declared by the Bangladesh Bank or by a Court or by a bank or financial institution as a loan defaulter of that bank or institution;
- (vi) his License has been cancelled by the Commission at any time during the last 5 (five) years;
- (vii) he is convicted for any violation of the Act or any License condition.

(b) the applicant being a partnership firm or company or corporation or society or other organization:

- (i) any provision of Sub-Clause (i) to (vi) of Clause (a) above is applicable to its owner, or to any of its shareholder directors or partners; or
- (ii) Sub-Clause (vi) of Clause (a) above is applicable to it.

(c) it has any outstanding dues to the Commission and has failed to pay within the time-period/ limit stipulated by the Commission, unless the matter is pending for any judicial adjudication.

12. SCOPE OF THE LICENSE

- 12.1 The Licensee may install its applicable systems anywhere in Bangladesh for the purpose of providing the services as described in Clause No. 16.4 of these Guidelines.
- 12.2 The Licensee shall provide NGSO satellite service defined in clause 16.4 including the mandatory emergency services throughout Bangladesh as described in these Guidelines.
- 12.3 The Licensee may provide optional services incidental to NGSO satellite services as approved by the Commission.
- 12.4 The Licensee shall not be authorized to provide any telecommunication services, which are prohibited or not allowed by any Regulations/ Guidelines/ Directives/ Instructions issued by the Commission.
- 12.5 The Licensee shall not provide any telecommunication services or install, maintain or operate any telecommunication systems that are not authorized in these Guidelines, except pursuant to a separate Guidelines or other proper authorization from the Commission.
- 12.6 The Licensee shall take prior approval from the Commission when it intends to offer a new category of authorized services (as described in clause 16.4 of these Guidelines). In its application, the Licensee shall describe the new category of authorized services and the expected date of commencement. The Commission, where deemed necessary, may intervene for supervision of such services.
- 12.7 The Licensee shall comply with the provisions of the BTR Act, 2001, the Wireless Telegraphy Act, 1933 and the Telegraph Act, 1885, Digital Security Act, 2018 and any other laws for the time being in force. The Licensee shall also comply with the Rules/

Regulations/ Policies/ Directives/ Guidelines/ Instructions/ Orders/ Circulars/ Decisions etc. issued from time to time by the Commission.

13. DURATION OF LICENSE

- 13.1 Duration of the license issued under these guidelines shall be effective from the date of issuance and valid for 10 (ten) years.
- 13.2 Upon expiry of the initial term, the License may be renewed for subsequent terms subject to the approval from the Government, payment of necessary fees and charges, and to such terms and conditions, as may be specified herein and/ or by the Commission at the time of each renewal.

14. LEGAL REQUIREMENTS

The legal statutes governing the telecommunication industry in Bangladesh, which will be applicable to all applicants and NGSO Satellite Services Operator, are given below:

- (a) The Bangladesh Telecommunication Regulation Act, 2001 (as amended)¹.
- (b) The Wireless Telegraphy Act, 1933 and The Telegraph Act, 1885, for matters which are not covered by the Bangladesh Telecommunication Regulation Act, 2001 (as amended)¹.
- (c) The Bangladesh Telecommunication Regulatory Commission (Licensing Procedure) Regulations, 2004 (as amended).
- (d) The Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulations, 2004 (as amended).
- (e) Any Act of Parliament, Ordinance, Rule(s), Regulation(s), Notification(s) etc. made by the Government.
- (f) The Rules/ Regulations/ Guidelines/ Directives/ Orders and Decisions issued under the Act.

15. NETWORK AND OPERATIONS

- 15.1 The Licensee shall establish at least one **gateway system** within the territory of Bangladesh before commencing its service. However, the Commission encourages the Licensee to establish redundant gateways.
- 15.2 Any user terminal placed and used from within the geographical boundary of Bangladesh shall have to be authenticated and served through this local gateway. All traffics of these terminals shall have to be routed through this local gateway for providing any services under these guidelines within Bangladesh.
- 15.3 The Licensee shall connect its NGSO gateway with any of the licensed International Internet Gateways (IIGs) in order to carry international internet data traffic. For seamless operation, the Licensee shall have to have redundant connections from the licensed IIGs.
- 15.4 The Licensee must commit to operating in Bangladesh for a minimum period of five years. Any plan for early exit must be accompanied by a compelling justification submitted to the commission. If the reasoning is deemed inadequate, the security deposit may be withheld for the duration of the commitment period or returned only after imposing fines as deemed appropriate by the commission.

¹ All relevant Acts can be found at <https://btrc.gov.bd/site/view/law/>

16. SYSTEMS AND SERVICES

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

16.2 Technical characteristics of equipment used under these Guidelines shall be in conformity with the ITU and other related International Standards. The Licensee shall provide details of the proposed apparatus before the installation of the system.

16.3 The Licensee shall take necessary approval from the Commission before providing the services.

16.4 The Licensee is authorized to provide the following NGSO satellite services, including but not limited to, through its system:

- (a) Broadband Internet Services
- (b) Internet of Things (IoT) and Machine to Machine (M2M) Communication
- (c) Earth Station in Motion (ESIM) Service
- (d) Backhaul Services (with prior permission of the Commission for each site)
- (e) Any other NGSO related services approved by the Commission

16.5 The Licensee shall not be authorized to provide the following services:

- (a) Direct to Home (DTH) Services
- (b) Broadcasting Services
- (c) Satellite and terrestrial based IMT Services

16.6 The systems including offshore platforms shall have lawful interception (LI) and be LI compliant.

16.7 The Licensee shall install security systems in the network as standardized by ITU or any other competent authority/ body.

16.8 The Licensee shall not connect to the systems, any equipment or system that does not comply with the national standards for telecommunication apparatus set by the Commission.

16.9 The licensee shall charge for the terminals and services in BDT.

16.10 The Licensee shall notify the Commission and the affected customers at least 30 (thirty) days prior to discontinuation of any service.

17. FEES AND CHARGES

17.1 The Licensee shall be required to pay various fees, contribution and charges to the Commission. The following table summarizes the fees and charges which shall be applicable to the Licensee. These fees and charges are excluding of fees, charges, VAT and taxes imposed by any other competent authority. In such cases, those fees, charges, VAT and taxes shall be paid to the authority as decided by the Government.

Application Fee/ Processing Fee	BDT 5,00,000
License Acquisition Fee	US\$ 10,000
Annual License Fee	<ul style="list-style-type: none">a) US\$ 10,000 for satellite providing IoT services only.b) US\$ 30,000 for satellite providing broadband and other services.

Revenue Sharing	0% for the first 2 (two) years. 3% for 3 rd , 4 th and 5 th year. 5.5% from 6 th year onwards.
Station/ Terminal Fee	No charges will be applicable for terminals used for providing IoT services only. For broadband and other services, US\$ 1 (one) per terminal per month for operating within the geographical boundary of Bangladesh.
Contribution for Space Industry Development and Management	0% for the first 5 (five) years. 1% from 6 th year onwards.

17.2 NGSO satellite licensee shall receive a 25% reduction in the application fee/ processing fee, license acquisition fee, and annual license fee mentioned in section 17.1 if the licensee connects its gateway either with the government-owned IIG for data bandwidth or forms a partnership/joint venture with a Bangladeshi satellite company. However, the total reduction will be limited to maximum 25%.

17.3 **License Acquisition Fee:** The License Acquisition Fee for NGSO Satellite Services Operator License shall be US\$ 10,000 (ten thousand) to the Commission within 30 (Thirty) Gregorian calendar days from the notification date.

17.4 **Annual License Fee:** The Licensee shall pay the annual license fee to the Commission for every year in advance in the form of a pay order or bank draft issued from any scheduled bank of Bangladesh on each anniversary of the date of the License. A sum of US\$ 10,000 will be applicable for the Licensee who will provide satellite IoT service only, and a sum of US\$ 30,000 will be applicable for the Licensee who will provide other satellite services.

17.5 **Revenue Sharing:** No Revenue (0%) shall be shared for the first two years. A sum equivalent to 3% of the annual audited gross revenue for the 3rd, 4th and 5th year, and 5.5% for each of the subsequent years, shall be paid by the Licensee to the Commission on a quarterly basis within the first 10 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that year. If there has been any underpayment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission. The percentage of revenue to be shared may be changed from time to time by the Commission and the licensee(s) shall abide by it.

17.6 **Station/ Terminal Charge:** No station/ terminal charge shall be applicable for satellites providing IoT services. However, the Licensee shall pay a terminal charge of US\$ 1 (one) per terminal per month, used in providing all services other than IoT, to the Commission on a quarterly basis within the first 10 (ten) Gregorian calendar days at the end of each quarter. The number of terminals shall be determined based on the active terminals in the network. Terminal charge shall not be applicable for the terminals used to provide services other than broadband.

17.7 **Contribution for Space Industry Development and Management:** No Contribution for Space Industry Development and Management (0%) shall be applicable for the first five years. A sum equivalent to 1% (one percent) of the annual audited gross revenue for each of the subsequent years shall be paid on a quarterly basis as Contribution for Space Industry Development and Management within the first 10 (ten) Gregorian

calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission. The percentage of this contribution may be changed from time to time by the Commission and the licensee shall abide by it.

17.8 **Delay in Payment of Fees and Charges:** The annual license fee, the amount of revenue to be shared, annual station/ terminal charge and contribution for space industry development and management have to be paid within due date. The amount due may be paid until 30 (thirty) days after the due date, in which event, the Licensee shall make the payment with late fee at the compound rate of 15% per annum as compensation to the Commission. On exhaustion of the 30 (thirty) days as mentioned above, if the failure continues, the license may be cancelled. However, the principal amount shall have to be calculated and paid along with applicable late fee till the date of actual payment or the date of cancellation of the license, whichever is earlier.

17.9 The Licensee shall annually submit audited financial statements to the Commission in support of its calculations of annual fees payable pursuant to Clause No. 17.1-17.7.

17.10 The fees shall be paid within the stipulated timeline in US\$ or its equivalent in BDT to be converted at the Foreign Currency selling rate of Bangladesh Bank as on the date of payment.

17.11 The Commission reserves the right to periodically review and adjust the fees and charges as detailed above subject to the prior approval of the Government.

18. SECURITY DEPOSIT

18.1 The Licensee shall deposit refundable amount of BDT 25 (twenty-five) million only as security deposit in favour of Bangladesh Telecommunication Regulatory Commission within 30 (thirty) Gregorian days from the date of issuance of License.

18.2 This deposit may be forfeited under the following circumstances without prejudice to any other action that may be taken under the terms and conditions of the License:

- (a) breach of any License condition.
- (b) failure to comply with any provision of these Guidelines.
- (c) violation of any provision of any applicable act/ rules/ guideline of Bangladesh.

18.3 The Licensee may request to refund the security deposit only when the Licensee will surrender the license and when there will be no liabilities with any other parties, and no legal matters are pending before court.

18.4 If the license is cancelled by the Commission all applicable dues shall be adjusted with the security deposit.

19. SPECTRUM ASSIGNMENT

19.1 The following spectrum bands are identified for providing fixed satellite services in Bangladesh, which shall be assigned on a non-exclusive basis:

- (a) 10.7 - 12.7 GHz
- (b) 12.75 - 13.25 GHz

- (c) 13.75 - 14.8 GHz
- (d) 15.43 - 15.63 GHz
- (e) 17.3 - 17.7 GHz
- (f) 17.8 - 18.6 GHz
- (g) 18.8 - 19.3 GHz
- (h) 19.7 - 20.2 GHz
- (i) 27.5 - 29.1 GHz
- (j) 29.5 - 31.0 GHz
- (k) 40.5 - 42.5 GHz
- (l) 71.0 - 76.0 GHz
- (m) 81.0 - 86.0 GHz

- 19.2 In addition to the above spectrum bands, the Commission may identify new spectrum bands for NGSO Satellite based services subject to the provisions of Radio Regulations and National Frequency Allocation Table (NFAT) of Bangladesh.
- 19.3 Bangladesh administration will decide the final assignment, in case of the frequency bands allocated for mobile and fixed satellite services as co-primary basis in the Radio Regulations.
- 19.4 The spectrum bands listed in clause 19.01 above may be changed/ modified subject to the provisions of Radio Regulations.
- 19.5 Before applying for NGSO Satellite Services Operator License, the applicant shall have to obtain authorization and get the spectrums registered in the Master International Frequency Register (MIFR) of ITU.
- 19.6 The Licensee shall obtain a separate License for "Radio Communications Apparatus License for Non-Geostationary Orbit (NGSO) Satellite Services" from the Commission mentioning the spectrum bands to be utilized for providing services within the territory of Bangladesh. The Licensee shall only use the assigned frequencies granted through this license in accordance with its terms and conditions.
- 19.7 Upon termination/ cancellation of this license, the assignment of spectrum shall be treated as cancelled.
- 19.8 The Licensee shall ensure that transmission is restricted as per ITU Radio Regulations and any applicable Regulations to avoid harmful interference within its assigned frequency band.
- 19.9 Assigned frequency and radio apparatus or any right therewith, 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 subject to the issues enshrined in Section 55 and 37(2)(i) of the Act, 2001. 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.
- 19.10 The Licensee shall not import/ purchase any telecommunication/ radio apparatus for its network without taking prior permission from the Commission.

19.11 The Commission shall have the authority to inspect and analyze the spectrum efficiency of any assigned frequencies to ensure proper utilization of the frequencies at any time.

19.12 The Commission reserves the right and authority to cancel or revoke the assignment of the frequency, fully or partially, without prejudice to the right and authority to take any other lawful action by giving prior notice to the Licensee, for any of the following reasons:

- (a) National security or national interest.
- (b) Non-compliance/ violation/ breach of any conditions of these Guidelines/ license.
- (c) Non-payment of any dues where the Licensee has failed to pay within the period specified by the Commission in the final notice unless the matter is pending for any judicial adjudication with interim order.
- (d) Use of unassigned frequencies.
- (e) Any other reasonable cause deemed to the Commission fit and proper within the scope of the BTRA, 2001.

19.13 The Commission reserves the right to make changes in its frequency allocation plan subject to the changing of ecosystem, national interest and modification in the radio regulation.

20. SHARING OF SPECTRUM

20.1 The spectrum assigned through the “Radio Communications Apparatus License for Non-Geostationary Orbit (NGSO) Satellite Services” shall be on a shared and non-exclusive basis.

20.2 The Licensee may use technologies like dynamic spectrum allocation to ensure efficient and sustainable use of the assigned radio spectrum.

20.3 The Licensee shall adhere to all the provisions of ITU relevant to spectrum sharing, including coordination between satellite operators, terrestrial networks, and other users to prevent harmful interference.

21. INTERFERENCE

21.1 The Licensee shall not cause harmful interference to other licensed radio communication networks (terrestrial/ GSO satellite/ other NGSO satellite) in Bangladesh. In the event a harmful interference occurs to another radio communication network licensed in Bangladesh, the Licensee shall immediately take the following measures:

- (a) Immediately report to the Commission about the harmful interference with detailed technical data.
- (b) Immediately take necessary corrective measures to stop causing harmful interference to the affected networks.

21.2 The Licensee shall report to the Commission about any harmful interference caused to its network immediately after the interference occurs.

21.3 The Licensee shall comply with all provisions of the ITU Radio Regulations governing the operation of NGSO satellite system and its ground stations, including equivalent isotropic radiated power (e.i.r.p), transmitting power, power flux density (pfd) and out of band emissions limitations.

- 21.4 The Licensee, being the operator of NGSO satellite system(s), shall not claim protection from other licensed terrestrial or geostationary-satellite networks operating in Bangladesh according to the provisions of the Radio Regulation of ITU.
- 21.5 The Licensee shall implement necessary monitoring systems to detect and report interference promptly to ensure no adverse impact occurs on existing services.
- 21.6 The Licensee shall deploy necessary technical measures (e.g. spectrum separation, geographical separation, beamforming, emission mask, frequency hopping etc.) to mitigate interference, if detected.
- 21.7 The Licensee shall conduct pre-launch assessments to identify potential interference risks and engage in direct coordination with potential affected parties to take necessary actions to mitigate interference before launching.

22. TARIFF AND PRICING

- 22.1 NGSO satellite operator shall, before providing any service, submit to the Commission a tariff plan containing the maximum and minimum charges that may be realized for such service, and until the tariff is approved by the Commission, the operator shall not start providing the service or realizing charges for the service.
- 22.2 NGSO satellite operator cannot provide any service/ package/ offer without the approval of the Commission. Even in the case of change/ enhancement/ modification of service/ package/ offer approval is required.
- 22.3 Tariffs must be non-discriminatory and based on objective criteria and on the costs of providing the Licensed Services, while allowing for a reasonable rate of return.

23. QUALITY OF SERVICE

- 23.1 The Licensee shall have the obligation to ensure the quality of services Regulations/ Directives/ Instructions/ Orders/ Guidelines issued by the Commission from time to time. All such Regulations/ Directives/ Instructions/ Orders/ Guidelines shall be considered as integral part of these Guidelines.
- 23.2 NGSO operator providing satellite internet services shall adhere to the minimum data rate (Mbps) as mentioned in the National Broadband Policy of Bangladesh.
- 23.3 NGSO operator shall maintain minimum service standards as committed to its subscriber.
- 23.4 **Service Availability:** NGSO satellite operators shall maintain a consistent minimum service availability of 99.5%.
- 23.5 **Latency Considerations:** The Licensee shall specify the service wise minimum acceptable latency in its service offerings.
- 23.6 **Customer Support:** The Licensee shall establish 24/7 customer service channels to ensure that its subscribers/ users in Bangladesh can receive assistance both in Bangla and English language.

24. SIGNIFICANT MARKET POWER (SMP)

- 24.1 The Licensee emerging with Significant Market Power (SMP) shall not abuse its dominant position through anticompetitive conduct.
- 24.2 The Licensee shall have to abide by the provisions of the regulations issued by the Government/ Commission regarding SMP.

24.3 The Commission may issue any Order/ Decision/ Directives on declared SMP operator to ensure healthy competitive telecom environment according to the provisions and market definition as in SMP regulations.

25. ANTI-COMPETITIVE CONDUCT, UNFAIR COMPETITION AND DISCRIMINATION

25.1 **Anti-Competitive Conduct:** The Licensee shall not engage in anti-competitive conduct which in the view of the Commission inhibits or impedes fair competition including exploiting a position of dominance such as to unreasonably restrict competition.

25.2 **Unfair Competition:** The Licensee, on its own or through a third party, shall not engage in any practice which unfairly restricts or is likely to restrict existing competition in the national telecommunications industry or which deters or restricts or is likely to deter or restrict new Licensees into the national telecommunications industry.

25.3 **Discrimination:** The Licensee shall not discriminate or create any inconvenience to any person, group or class of persons.

25.4 All financial transactions (in local and foreign currency) in relation to the License shall be through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972. The Licensee shall inform the Commission of the details of the accounts in operation.

26. COMPLIANCE AND MONITORING

26.1 **Regulatory tools:** The Licensee shall comply and connect with any future regulatory tools implemented and/ or instructed by the Commission.

26.2 **Preservation of Records:** The Licensee shall preserve the Internet Protocol Detail Record (IPDR), Transaction Detailed Record (TDR), system logs or audit trails related to CDR changes, network traffic data, QoS and KPI reports with base data, official correspondence with BTRC, statements/ reports etc., whichever is applicable, for a period of 1 (one) year for scrutiny or as directed by the commission or required by any competent national agency permitted by the law. In case of deletion of any records after 1 (one) year as mentioned above, the Licensee shall preserve any particular record if instructed by the Commission & law enforcement agencies and that shall be kept as it is. In addition to maintaining records mentioned above, the Licensee shall also record/ store data session logs/ info along with IP address for 1 (one) year for scrutiny by or as directed by the Commission. The Licensee does not require permission to delete records which have not been instructed to retain.

26.3 **Monitoring System**

(a) The Commission may direct the Licensee to take necessary technical measures to identify and monitor subversive or illegal activities. The Commission may direct the Licensees to submit the relevant information to the Commission from time to time. Following the instruction of the Commission, the Licensee shall implement self-regulatory mechanism to detect and deactivate its subscriptions engaged in subversive or illegal activities.

(b) The Licensee shall keep required provision against cyber threats/ attacks in its systems and network and shall take applicable measures to protect its infrastructure from possible cyber threats.

- (c) The Licensee shall cooperate with designated national Cyber Incident Response Team (CIRT) regarding new and emerging threats as well as incident management of national magnitude.
- (d) The Licensee shall abide by Cyber Security Order/ Decision/ Guidelines/ Directives/ Instructions issued by the Government/ Commission as well as any internationally recognized cyber security/ risk management framework/ guidelines.

26.4 **LI Compliance**

- (a) The Licensee shall provide access to its gateway established in Bangladesh as required by any competent national agency according to applicable law and regulation. The Licensee shall comply and provide an appropriate system to provide any required data to the LI system of any competent national agency permitted by the law.
- (b) The Licensee shall have the obligation, if so directed by any competent national agency in accordance with the Act, 2001 or by the Commission, to identify and immediately provide information to the Commission/ LEA/ any competent national agency regarding the persons who are threat to national security. For this purpose, the Licensee shall have the required technology in its systems.

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

26.6 **Privacy of Communications**

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

26.7 **Information and Inspection**

- (a) The Commission or its authorized representatives shall have the right to enter and inspect all the offices, installations, facilities and premises of the Licensee. The Licensee shall provide all information and shall demonstrate any applicable services and systems as required by the Commission during such inspection.
- (b) The Commission or any of its official representatives may take copies of records, documents and other information related to the Licensee's business. The Licensee shall promptly deliver any information or documents to the Commission upon request.

26.8 **Reports**

- (a) The Licensee shall furnish all required information as directed by the Commission from time to time. The format and frequency of submission shall be decided by the Commission.
- (b) The Licensee shall publish Annual Report in accordance with the International Financial Reporting Standards (IFRS), the Companies Act 1994, the Securities and Exchange Rules 2000, relevant guidelines issued by the Bangladesh Securities and Exchange Commission, Financial Reporting Act, 2015 and other appropriate laws in Bangladesh, as applicable. In addition, the Licensee shall submit to the

Commission at least 3(Three) hard copies and a soft copy (scanned PDF) of the audited financial report that will contain the financial statements presenting the financial position & performance of the Licensee. If the commission requires any additional information, then it will be furnished based on relevancy & availability.

(c) The Licensee shall furnish report(s) to the Commission on a quarterly basis the number of user terminal devices.

27. CHANGES IN THE SHARE CAPITAL

- 27.1 The Licensee shall seek written approval of the Commission before making any change in its direct ownership and direct shareholding. Any change in the direct ownership and direct shareholding shall not be valid or effective without prior written approval of the Commission.
- 27.2 In case of merger/ amalgamation with any other entity, the Licensee shall take prior written approval of the Commission.
- 27.3 The terms and conditions including fees and charges imposed by the Government/ Commission regarding changes in its direct ownership and direct shareholding structure and merger/ amalgamation shall be binding on the Licensee.

28. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

- 28.1 This License and any right accrued thereafter shall not be transferred without the permission of the Commission, wholly or partly, and as such, transfer, if any shall be void.
- 28.2 By any means the License shall not be assigned or pledged as security when taking loans. The Licensee/ operator with a view to collecting fund may with prior permission of the Commission take loan from any third party against its property and assets upon furnishing security provided that does not affect the customer services.
- 28.3 The Licensee shall not subcontract out any part of the Services or the System without prior approval of the Commission. The Licensee may appoint agents or independent contractors or sub-contractors to carry out works or provide services which enable the Licensee to discharge its duties and obligations under this License provided that the Licensee shall be liable for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.
- 28.4 The License granted under the Act, 2001 and Rules shall be personal to the Licensee and shall not be assigned, sub-licensed to, transferred directly or indirectly or held on trust for any person, without the prior written approval of the Commission.

29. TECHNICAL AND FINANCIAL AUDIT

- 29.1 The Commission may take initiative for annual technical and financial audit of the Licensee at any time. The audit team authorized by the Commission shall have the right to Audit technical and financial position of Licensee anytime up to 2 (two) years preceding to the commission of the audit. The Licensee shall comply and shall furnish all relevant information and documents for the period up to two years preceding to the commission of an Audit. The Licensee shall preserve all the relevant data/ information for technical and financial audit accordingly. The Commission will issue directives to the Licensee in this regard.

29.2 The audit team authorized by the Commission shall have the access to the computerized accounting system for the purpose of the Audit as and when deemed necessary by the Commission.

30. EMERGENCY SERVICES

30.1 Emergency Crisis Management:

- (a) The Licensee shall have an organized emergency crisis management team to take necessary action(s) to save telecom and other related infrastructure.
- (b) The Licensee shall have obligation to send/ transmit early warning message to its subscribers of disastrous/ crisis areas as directed by the Commission.
- (c) The Commission may direct the Licensee from time to time regarding emergency crisis management.

30.2 **Access to Emergency Services:** The Licensee shall ensure that all its customers are able to contact emergency services, as defined by related government policies, without any charge at any time. The Licensee shall comply with any other requirements of the Commission regarding emergency services.

30.3 **National Emergency:** The Licensee shall facilitate and cooperate with all relevant government bodies, departments and official agencies for the provision of the services in the event of national emergency or in matters relating to national security.

31. REGISTRATION OF SUBSCRIBER

The Licensee shall be liable for registration of all subscribers in a proper way as decided by the Commission from time to time. The Commission reserves the right to take necessary actions according to the Guidelines and the provisions of the Act, 2001 for non-compliance of this condition and may impose fine for non-compliance.

32. INITIAL PUBLIC OFFER (IPO)

32.1 Each Licensee may float its share to Initial Public Offer (IPO) as per the rules and regulations of the Security Exchange Commission of Bangladesh and in accordance with other prevailing laws of Bangladesh.

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

33. ACCOUNTS

33.1 The Licensee shall maintain accounts and other records, in accordance with acceptable accounting practices. The Licensee shall at all times, maintain full and accurate books of accounts and other records reflecting all financial matters, in accordance with the sound and acceptable accounting practices.

33.2 The Licensee shall submit certified copies of its financial records and yearly audited accounts to the Commission. The Commission shall have the access to originals of such records and accounts as and when required.

33.3 The Licensee shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues.

34. SUBSCRIBER CONFIDENTIALITY

34.1 The Licensee shall maintain confidentiality in respect of all information provided by the subscriber except disclosure in the following situations:

- (a) where the disclosure of the information is necessary for the purposes of detecting, preventing or investigating crime in which case disclosure should only be made to persons authorized by the Commission or Law Enforcement Agencies (LEA).
- (b) where disclosure is deemed necessary by the Commission or other national security agencies and law enforcement agencies, where such disclosure should only be made to persons authorized by the Commission or LEA. and
- (c) where disclosure is ordered by a court of competent jurisdiction or so provided by law.

34.2 Further, the Licensee may only use any information provided by a subscriber for the following purposes:

- (a) internal planning, provisioning and billing for Services.
- (b) other purposes approved by the Commission or permitted by any applicable law(s) of the land.

34.3 The Licensee shall not share any user information, insight or analytics derived from user and service data in any form to any other party without the prior permission of the Commission.

35. COMPLAINTS AND CONSUMER PROTECTION

35.1 The Licensee shall prepare a customer charter of rights that sets out the minimum standards of service to the customers/ subscribers of the Licensee and gives guidance to the employees of the Licensee in their dealings with customers and subscribers. This charter shall be prominently displayed at all premises of the Licensee, and a copy shall be provided to customers upon request.

35.2 The Licensee shall publish information about the Services it provides in a form which is easily available to consumers. This shall cover inter alia a description of the Services, the pricing plans, terms and conditions, procedures for billing, bill enquiries, complaints, and all other relevant information relating to the provision of the Services and other telecommunications equipment.

35.3 The Licensee shall inform subscribers of all its obligations under this Guideline and in particular highlight to its subscribers the Licensee's obligations of confidentiality and specific use of information.

35.4 The Licensee shall operate a consumer-friendly system which will allow subscribers to lodge complaints to the Licensee in the event of a breach of any of the terms and conditions of these Guideline.

35.5 The Licensee shall submit to the Commission and make publicly available at the end of the Licensee's financial year or upon demanded by the Commission, a report indicating the number of complaints received from subscribers, the nature of such complaints and the steps taken by the Licensee to address those complaints. The Licensee shall prepare the report in a format prescribed or approved by the Commission.

35.6 In the event that the Licensee intends to terminate all or part of the Services, the Licensee shall notify the Commission in writing promptly and in any case at least 30 (thirty) days prior to the intended date of termination of the Service, and provide such

information and assistance the Commission may require to ensure that the interests of its customers and the public are adequately safeguarded.

- 35.7 These Guidelines shall promptly attend the complaints of the subscriber and shall maintain records of complaints for 2 (two) years and their resolution and shall make those available for inspection by the Commission as and when necessary.
- 35.8 The Licensee shall build up a management information system for customer services.
- 35.9 The Licensee shall put into effect a mechanism to settle probable complaints, objections and disputes with the subscribers which shall be informed to the Commission.
- 35.10 Any decision of the Commission in respect to ensure the consumers' protection shall be binding on the NGSO Satellite Services Operator License. The consumer charter shall provide commitments by the Licensee to consumers in respect to the standard and quality of the Licensed service. The Licensee shall also establish and maintain substantial number of Consumer Complaint Centre/ Customer Care Centre to provide quality services to its Customers/ Subscribers as envisaged in Section 59 of the Act, 2001.
- 35.11 The Licensee shall comply with the respective national privacy law and its other requirements required by the Act, the Rules, Regulations and Conditions issued by the commission or any competent authority.

36. COMMUNICATION WITH THE LICENSEE

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

37. CODE OF COMMERCIAL PRACTICE

- 37.1 The Licensee shall publish a code of commercial practices approved by the Commission. The code of practice shall include, at a minimum provision covering the following issues:
 - (a) A commitment to take steps to remedy service interruptions as soon as reasonably possible and to provide reasonable credits to customers for lengthy outages;
 - (b) Protection of the privacy of information transmitted over the Licensed System;
 - (c) Maintenance by Licensee of the confidentiality of customer information;
 - (d) Procedures for resolving disputes between Licensee and customers;
 - (e) Availability to customers of information concerning their accounts with the Licensee; and
 - (f) Commitment by the Licensee to customers in respect of standard and quality of Licensed Services.
- 37.2 The Commission may also publish standard Code of Practice from time to time which shall be a binding on the Licensee.

38. FORCE MAJEURE

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

39. HARASSING, OFFENSIVE, UNSOLICITED OR UNLAWFUL COMMUNICATION

The Licensee shall take all reasonable steps to track and locate and prevent the source of harassing, unsolicited, offensive, fraudulent or unlawful communication. For that purpose:

- (a) Any customer of the Licensee may request (the Requesting Customer) the Commission or other duly authorized authority in Bangladesh to authorize the Licensee to monitor calls to the Requesting customer's device;
- (b) The Commission or other duly authorized authority in Bangladesh may direct a Licensee to monitor communication to and from a customer's device;
- (c) The Licensee shall provide the Commission with the information resulting from the monitoring of the communication to and from a customer's device, including the identification number or details of the parties that are the source of harassing, offensive fraudulent or unlawful communication and the dates of occurrence of such calls and their frequency;
- (d) The Commission may direct the Licensee to undertake appropriate action to protect the public from harassing, offensive, fraudulent or unlawful communication. Such direction may require the Licensee to co-operate fully with and/ or provide relevant information to such other parties identified as being competent authorities by the Commission in its direction; and
- (e) The Licensee shall, at the request of the Commission, terminate service to any customer that is the source of harassing, offensive or illegal communication.

40. EMPLOYMENT REGULATION

40.1 The Licensee shall submit their HR/ Employment Services Regulation to the Commission within 6 (six) months of issuance of License. The Commission may seek information from time to time and issue instructions as per laws in this regard which shall be binding to all the Licensees.

40.2 The Licensee is encouraged to employ Bangladeshi nationals for its operation in Bangladesh.

41. SAFETY AND ENVIRONMENTAL CONSIDERATIONS

41.1 The Licensee shall ensure the use of energy efficient, environment friendly network equipment's (Green Telecom) and also ensure proper safety for health hazard issues near their earth station and customer premises equipment.

41.2 The Licensee shall have obligation to stop all types of radiation which are harmful to the environment and public health. The Licensee shall follow the standard exposure limit as set by the Commission and shall comply with the directives/ instructions/ guidelines/ decisions regarding health and environmental hazards issued by the Commission from time to time.

41.3 The Licensee shall conduct its operations and shall establish its Licensed System in a manner so that it is not hazardous and is not contravention of any relevant law, rule or regulation.

41.4 The Licensee shall comply with all the directives/ instructions/ guidelines/ decisions regarding e-waste management issued by the Government/ Commission from time to time.

41.5 Space Debris Mitigation and Collision Avoidance

- (a) The Licensee shall comply with established international standards to minimize the generation of debris during both the operational phase and at the end of their mission life. This includes the avoidance of fragmentation, the use of materials that do not survive re-entry, and the minimization of mission-related debris.
- (b) Satellites operated by the Licensee to operate within Bangladesh should be equipped with systems that ensure their removal from orbit at the end of their operational life, either through controlled re-entry or by any other standard means.
- (c) The Licensee shall comply with established international standards including the guidelines outlined by the Inter-Agency Space Debris Coordination Committee (IADC), the United Nations Committee on the Peaceful Uses of Outer Space (COPUOS) and the International Telecommunication Union (ITU) for post-mission disposal, collision avoidance, international cooperation for the mitigation of space debris, etc.
- (d) The Licensee must perform regular conjunction assessments and collision avoidance maneuvers using reliable space situational awareness (SSA) data to identify potential close approaches with other space objects and to prevent collisions with those space objects. This includes cooperation with other operators and data-sharing regarding satellite positions.
- (e) The Licensee must coordinate with other operators in NGSO to share orbital information and reduce the risk of collision.
- (f) In the event of an operational satellite becoming non-functional and posing a debris risk, the Licensee shall be responsible and liable for the removal of active debris.
- (g) The Licensee should have contingency plans in place to address scenarios where a satellite fails to execute its end-of-life disposal maneuver.
- (h) The Licensee may participate in global data-sharing initiatives with other satellite operators, space agencies, and SSA providers for the following purposes:
 - (i) Tracking and monitoring space debris for the purpose of enhancing overall space situational awareness.
 - (ii) To improve the conjunction assessments and collision avoidance decision-making.
- (i) The Licensee may utilize multiple, independent data sources for orbit determination and conjunction analysis, such as data provided by the commercial SSA providers, or other competent international SSA services.

- (j) The Licensee shall establish a decision-making process for collision avoidance maneuvers that considers factors such as the probability of collision, maneuver execution time, fuel availability, mission impact, and long-term orbital sustainability.
- (k) The Licensee shall coordinate with other relevant satellite operators before executing a collision avoidance maneuver to avoid creating new collision risks and to ensure that both parties are aware of each other's plans.
- (l) The Licensee shall document all collision avoidance maneuvers, including the rationale, decision-making process, and outcome.

41.6 Safety and Environmental Reports

1. The Licensee shall submit the following reports, to the Commission, on an annual basis before each year starts:
 - (i) Annual post-mission disposal plan, outlining the methods for ensuring compliance with debris mitigation standards.
 - (ii) Documentation demonstrating compliance with space debris mitigation regulations during the pre-launch phase. This includes detailed plans for collision avoidance, post-mission disposal, and end-of-life management.
2. The Licensee shall submit the following reports, to the Commission, on an annual basis within the next 30 (thirty) calendar days from the start of each year:
 - (i) Detailed report on the conjunction assessments and collision avoidance maneuvers conducted during the preceding year.
 - (ii) Detailed report on the end-of-life status of NGSO satellites during a preceding year, including compliance with disposal guidelines.
 - (iii) Detailed report on the documented collision avoidance maneuvers conducted during the preceding year.

42. AMENDMENTS

Any fees/ charges and any of the terms and conditions in the License can be amended, varied or revoked in accordance with the Section 39 of the Act. In case of amendment(s) proposed by the Government/ Commission, notice will be served to the Licensee informing the reasons for the proposed change. The Government will consider the reply of the Licensee, opinion of the Commission and other issues which will be deemed necessary and shall inform the decision to either (a) rescind the amendments or (b) modify the amendments or (c) proceed with the proposed amendments. The Licensee shall comply with all new terms and conditions.

43. INTELLECTUAL PROPERTY RIGHTS (IPR)

The Licensee shall not violate any Intellectual Property Rights of any person, body or associations and shall be held responsible for any such violation under the relevant laws of the land.

44. DISPUTE RESOLUTION

If any dispute arises between the Licensees or between the Licensees and subscribers, the parties shall first attempt to resolve the differences in an amicable manner. If a settlement is not reached, then the matter shall be referred to the Commission for resolution and the decision of the Commission thereon shall be binding upon the parties.

45. DISCLAIMER

Questions or requests for clarification on the contents of this guideline may be raised. The Commission reserves the right not to reply to questions. However, to the extent that it does, it will publish/ reply the question and the answer in written or at the BTRC website www.btrc.gov.bd unless confidentiality has been requested.

46. COMPLIANCE WITH LAW

- 46.1 This License is subjected to the terms and conditions contained herein and to the Act, Rules and Regulations. In the event of any conflict or inconsistency between the provisions of this License, and the provisions of the Act, Rules or Regulations, the provisions of the Act, Rules and Regulations shall prevail.
- 46.2 The Licensee shall establish, maintain and operate its Licensed System, and shall provide the Licensed Services, in compliance with the License, guidelines and the laws of Bangladesh.

47. FRANCHISING

- 47.1 The Commission may instruct the Licensee to submit the information of the franchisee/ distributor/ retailer at any time.
- 47.2 The Licensee shall ensure that its franchisee/ distributor/ retailer are compliant with all the terms and conditions of this Licensee and all applicable laws.
- 47.3 The Licensee shall be accountable and liable for any act, omission, default, negligence or otherwise of its franchisee/ distributor/ retailer.

48. VIOLATIONS OF THE LICENSE

If the Commission determines that the Licensee has violated a provision of these Guidelines or the Act, Rules or Regulations conditions of these Guidelines or any other order or instructions or directives of the Commission, the Commission may by order impose one or more sanctions provided in the Act, the Rules and Regulations issued thereunder.

49. TERMINATION OF THE LICENSE

The License shall remain in force until it is terminated due to any of the following reasons:

- (a) The term of the License expires without renewal;
- (b) The Licensee agrees to the termination of this License; or
- (c) The License is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this License.

50. SUSPENSION, CANCELLATION AND FINES

- 50.1 The Commission may cancel the License and the Licensee shall be liable for action as per the Bangladesh Telecommunication Regulation Act, 2001 (as amended) on the following grounds including but not limited to –
 - (a) that any information furnished in the Application form for obtaining the License is found incorrect/false which is mala fide,

- (b) that the Licensee has obtained License hiding the information as mentioned in the guidelines and the Act and the reason for not providing the information is not acceptable,
- (c) that the assigned frequency shall be cancelled, if it is not used within 01 (One) year from the date of assignment,
- (d) that required fees and charges are not paid by the Licensee as per the terms and conditions of the Radio Communications Apparatus License for NGSO Satellite Services,
- (e) that the Licensee has disclosed or is involved with any discloser of any information to anybody/performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony,
- (f) that National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the Licensee,
- (g) that the Licensee violates or purports to violate any terms and/or conditions under this License / Regulations/Directives/ Instructions/ Orders/ Circulars/ Decisions etc.
- (h) that the Licensee violates any conditions of the “Non-Geostationary Orbit (NGSO) Satellite Services Operator License”.
- (i) the Commission may at any time, to terminate the assignment to the Licensee if the Commission determines that the Licensee is not complying with the requirements applicable to such spectrum and which are set forth in the provisions of the Radio Communications Apparatus License for “Non-Geostationary Orbit (NGSO) Satellite Services Operator License”.

- 50.2 The Commission may take necessary actions to suspend or cancel the License according to the provision of section-46 of the Act, 2001.
- 50.3 The Commission may impose fine under Sections 63(3), 64(3), 65 or any other relevant provision(s) of the Act, 2001 for violation of any condition of these Guidelines.

51. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

- 51.1 In the event of suspension of the License under provisions of the Act, 2001 the Commission may, in accordance with the Rules engage any competent administrator by examining the financial position, profit and loss of the Licensee.
- 51.2 Cancellation or suspension of License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act, 2001 or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or this License.

52. MISCELLANEOUS

- 52.1 Any dispute, controversy or claim arising out of, or in connection with, this guideline, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall be binding.

52.2 The Licensee shall follow all relevant Rules/ Regulation/ Policies/ Directives/ Guidelines/ Instructions/ Orders/ Circulars/ Decisions etc. as approved by the Commission from time to time. The decision of the Commission in this case shall be binding on the Licensee.
- 52.3 The Commission encourages the Licensees to carryout Corporate Social Responsibilities (CSR). The Licensees shall inform the Commission regarding their

activities along with the detailed expenditure on a quarterly basis. The Government/ Commission may instruct/ direct the Licensee to take part in CSR from time to time.

- 52.4 The Licensee shall not discontinue providing Licensed Services in any area unless the Licensee notifies the Commission, probable affected customers and other stakeholders at least 90 (ninety) days prior written notice of such discontinuation. The Licensee shall take prior written approval from the Commission before such discontinuation of service. However, services to the affected subscribers may be disconnected as per the **“Service Level Agreement”** approved by the Commission.
- 52.5 The Licensee shall take prior written permission for formation of any company/ joint venture entity/ partnership entity in Bangladesh for providing any type of telecom related services. The Licensee shall also have to take prior written permission for holding share in or being a partner of the existing entity who is providing any telecom service in Bangladesh.
- 52.6 The Commission and/ or any other Government departments shall not be liable for any loss, damage, claim, charge, expense which may be incurred as a result of or in relation to the activities of the License, its employees, agents or authorized representatives.
- 52.7 All directions issued by the Commission shall remain confidential and the Licensee shall not disclose the same unless with the prior approval of the Commission.
- 52.8 Notwithstanding anything contained elsewhere or in this License the Commission reserves the right at its discretion to make the terms and conditions of this License publicly available in any media and format whether on the Commission’s or any other official Government website, in any manner it deems fit and proper.
- 52.9 The Licensee shall pay the necessary fees and charges, and furnish the necessary documents in a timely manner.
- 52.10 Only equipment models or types approved by the Commission shall be used in Licensed radio communications networks and systems. In case of an equipment model or type that has not been approved, clearance for the use of such equipment must be obtained from the Commission.
- 52.11 The Licensee shall follow the ITU-R recommendations regarding the usage of radio communications equipment and as directed by the Commission from time to time.
- 52.12 The Licensee shall take prior written permission from the Commission before selling any of its equipment.
- 52.13 In case of any claim by the subscriber, the Licensee shall pay the full amount of the remaining balance to the subscriber whose service has been terminated for any reason whatsoever except for the engagement in any illegal activities. The Licensee shall inform the Commission about such refund at the end of each Gregorian calendar year.
- 52.14 All correspondence from the Commission shall be in writing and shall be sent to the Licensee’s official place of business.
- 52.15 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.
- 52.16 Unless repugnant to the context –
 - (a) all headings are for convenience only and shall not affect the interpretation of the provisions of this License;

- (b) the words importing the singular or plural shall be deemed to include the plural or singular respectively;
- (c) any expression in masculine gender shall denote both genders;
- (d) any reference in this License to a person shall be deemed to include natural and legal persons;
- (e) all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
- (f) the term 'or' shall include 'and' but not vice versa;
- (g) any reference in this guideline to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
- (h) references to Clauses, Sub-Clauses, Annexure, Appendix and Schedule of guidelines are to Clauses, Sub-Clauses, Annexure, Appendix and Schedule to this License, respectively.

52.17 These guidelines shall be an integral part of the "Non-Geostationary Orbit (NGSO) Satellite Services Operator License" and "Radio Communications Apparatus License for Non-Geostationary Orbit (NGSO) Satellite Services"; and vice-versa.

APPENDIX-1

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION
Application Form/ Letter of Transmittal of
Non-Geostationary Orbit (NGSO) Satellite Services Operator License in Bangladesh
Information/ Documents Requirement

Sl.	Document	Attached (Tick if document attached)	No. of Pages	Remarks
1.	Letter of Application (in letterhead pad) Name, date and place of incorporation from the Registrar of Joint Stock Companies and Firms (RJSC)			
	Business Address and Registered Office Address and telephone number, facsimile number, e-mail and website details			
2.	Application Fees: BDT 5 (five) hundred Thousand payable to the Commission in the form of pay order/bank draft from any Scheduled Bank of Bangladesh			
3.	Guideline Purchase Fee: Proof of purchasing these Guidelines upon paying BDT 50,000/- (fifty thousand) and 15% (fifteen percent) including applicable VAT			
4.	Company Information (Certified true copies to be provided)			
	A. Certificate of Incorporation/registration			
	B. Memorandum and Articles of Association			
	C. List of Directors with details of their shareholdings, and relation to other Operators and applicants for a License			
	D. Shareholders with details of equity/ ownership			
	E. List of Shareholder Affiliates that are Operators or applicants for a License and description of relation to Applicant			
	F. National Identity Card (for Bangladesh National)/passport (for foreign nationals) and other antecedents of the Directors and authorized representatives of the company			
5.	Provide undertaking for the following:			
	A. That the Company or its Directors have never been declared insolvent by a court of law			
	B. That the Directors of the company have never been convicted by a court of law for major offences or unethical/immoral turpitude (other than minor offences)			

Sl.	Document	Attached (Tick if document attached)	No. of Pages	Remarks
	C. That neither the applicant company nor its group/consortium members are defaulter(s) of the Commission			
	D. Business Identification Number (BIN) registered in Bangladesh			
	E. Value Added Tax (VAT) Registration Number registered in Bangladesh			
	F. Tax Identification Number (TIN) registered in Bangladesh			
6.	Resolution of the Board of Directors of the Applicant authorizing the person who submits and signs the Letter of Application			
7.	Special Power of Attorney granted to the person who submits and signs the Letter of Application			
8.	Brief Description of Telecommunications Qualifications and Experience of the Applicant, its key management personnel, and its shareholders			
9.	Capital Cost of service/project for the first year and the sources of finance in the form of equity and debt			
10.	Brief description of the project in the form of forecast balance sheet and profit loss, account/income statement for the first 5 (five) years of operation			
11.	Brief description of committed financial resources to meet CAPEX of the project for the 1st year in the form of bank statement of the company's account duly signed and stamped by bank manager and letter of intent/MOU signed bank and CFO/Authorized officer of the company for any debt			
12.	Technical Plan and System Configuration in detail			
13.	Any other matter which Applicant(s) consider the disclosure or non-disclosure of which might materially affect the Commission's decision to award the License			
14.	Self-certification with supporting documents of having the experience of running NGSO Satellite Services in other countries			
15.	Provide detailed assignment of frequency band with supporting documents, which the applicants have awarded in other countries			
16.	Submit a comprehensive plan that demonstrates how coexistence is possible between their proposed NGSO satellite			

Sl.	Document	Attached (Tick if document attached)	No. of Pages	Remarks
	network and other licensed networks in Bangladesh, as mentioned in clause 6.5 of the guidelines, to ensure the quality of service of existing and/ or future Bangladeshi space and terrestrial services remain unaffected and uninterrupted			
17.	Submit a comprehensive report containing sufficient technical evidence to show compliance with the provisions of ITU-R regarding the protection of other licensed services in Bangladesh (terrestrial, GSO satellite, other NGSO satellite) and explain the methodologies to be used along with the evidence of ITU-R to mitigate any potential interference			
18.	Declaration and document stating the authorization and registration of spectrums in the Master International Frequency Register (MIFR) of ITU.			
19.	Spectrum bands, from the bands listed in clause 19.01 of the Guidelines, required for the operation of NGSO satellite network in Bangladesh			
20.	Detailed about prospective investment required in Bangladesh for providing NGSO Satellite Services			
21.	Detailed information regarding source of fund			
22.	Detailed information regarding local and foreign employees in each tier/level of the company			
23.	Applicant's pending legal issues with the court (if any)			
24.	Affidavit as mentioned in Appendix-2			
25.	Letter of Authorization and Declaration as mentioned in Appendix-3			

E. Declaration:

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

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

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

If yes, please give details:

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

Yes No

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

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

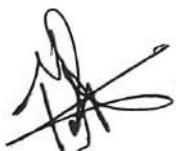
I/we also declare that I/we have read, understood and undertake to comply, with all the terms and conditions outlined or referred to, in the Commission document entitled Regulatory and Licensing Guidelines for granting of License to Build, Operate and Maintain NGSO Satellite Network in Bangladesh, and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

Date:

Signature

Place:

Name of the Applicant/Authorized
Signatory with Seal



APPENDIX-2
PRO-FORMA OF AFFIDAVIT

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

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

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

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

duly organized under the laws of _____.
(Name of Country)

OR

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

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

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

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

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

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

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

(i) is not an insane person,

(ii) has not been sentenced by a court under any law, other than the Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;

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

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

Director/Secretary/Partner/Duly Authorized Representative/Attorney
as or on behalf of the Applicant

Witnesses

1. _____ 2. _____

Subscribed and sworn before me

this _____ day of _____ 20 ____ at _____.

Notary Public



APPENDIX-3

LETTER OF AUTHORIZATION AND DECLARATION/ POWER OF ATTORNEY

[Letterhead of the Company]

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

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

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

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



Company Secretary/ Authorized Personnel of the Applicant

APPENDIX-4

[Generic Form of Non-Geostationary Orbit (NGSO) Satellite Services Operator License]



**BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION
BTRC BHABAN, PLOT # E-5/ A, AGARGAON ADMINISTRATIVE AREA
SHER-E BANGLA NAGAR, DHAKA-1207.**

NON-GEOSTATIONARY ORBIT (NGSO) SATELLITE OPERATOR LICENSE

LICENSE NO. DATE:

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

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

is pleased to issue this License in favour of

represented by its CHAIRMAN/MD/CEO having registered office at

as a

NON-GEOSTATIONARY ORBIT (NGSO) SATELLITE SERVICES OPERATOR

in Bangladesh

whereby it is authorized

to establish, maintain and operate the Non-Geostationary Orbit (NGSO) Satellite Network
and to provide services as specified in this License

ON NON-EXCLUSIVE BASIS

under the terms and conditions given in the following pages of License
including the schedules annexed hereto.



TABLE OF CONTENTS

Sl.	Content	Page
	Preamble	36
1.	Interpretations, Definitions and Abbreviations	37
2.	Scope of the License	37
3.	Duration of License	37
4.	Legal Requirements	37
5.	Network and Operations	38
6.	Systems and Services	38
7.	Fees and Charges	39
8.	Security Deposit	41
9.	Spectrum Assignment	41
10.	Interference	41
11.	Tariff and Pricing	42
12.	Quality of Service	42
13.	Significant Market Power (SMP)	42
14.	Anti-Competitive Conduct, Unfair Competition and Discrimination	43
15.	Compliance and Monitoring	43
16.	Changes in the Share Capital	45
17.	Transfer, Assignment and Pledge as Security	45
18.	Technical and Financial Audit	45
19.	Emergency Services	45
20.	Registration of Subscriber	46
21.	Initial Public Offer (IPO)	46
22.	Accounts	46
23.	Subscriber Confidentiality	46
24.	Complaints and Consumer Protection	47
25.	Communication with the Licensee	48
26.	Code of Commercial Practice	48
27.	Force Majeure	48
28.	Harassing, Offensive, Unsolicited or Unlawful Communication	49
29.	Employment Regulation	49
30.	Safety and Environmental Considerations	49
31.	Amendments	51
32.	Intellectual Property Rights (IPR)	51
33.	Dispute Resolution	51
34.	Compliance with Law	51
35.	Franchising	52
36.	Violations of the License	52
37.	Termination of the License	52
38.	Suspension, Cancellation and Fines	52
39.	Impact of Suspension and Cancellation of License	53
40.	Miscellaneous	53
	Schedule-1: Interpretations, Definitions and Abbreviations	65



BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION
BTRC BHABAN, PLOT # E-5/ A, AGARGAON ADMINISTRATIVE AREA
SHER-E BANGLA NAGAR, DHAKA-1207.

NO. DATE:

NON-GEOSTATIONARY ORBIT (NGSO) SATELLITE OPERATOR LICENCE

(Issued under section 36 of the Bangladesh Telecommunication Regulation Act, 2009)

Whereas in pursuance of the “Regulatory and Licensing Guidelines for Non-Geostationary Orbit (NGSO) Satellite Services Operator” (No. _____, Date: ____-____-20____) Bangladesh Telecommunication Regulatory Commission (“BTRC” or “Commission”) requires to issue the License for establishing, owning, maintaining and operating NGSO satellite network and provide authorized services in Bangladesh.

And whereas by application dated, the Chairman/ CEO/ MD/ CTO has prayed for a License to operate NGSO satellite network and provide authorized services in Bangladesh.

Now, therefore, the Commission does hereby issue –

LICENSE

To

represented by its Chairman/ CEO/ MD/ CTO having its registered office at

the Licensee to establish, own, maintain and operate NGSO satellite network systems throughout Bangladesh and provide NGSO satellite authorized services to subscribers, subject to the terms and conditions laid down hereinafter.



1. INTERPRETATIONS, DEFINITIONS AND ABBREVIATIONS

The interpretations and definitions of the terms used in this document are annexed herewith as Schedule-1 of this License.

2. SCOPE OF THE LICENSE

- 2.1 The Licensee may install its applicable systems anywhere in Bangladesh for the purpose of providing the services as described in Clause No. 6.4 of this License.
- 2.2 The Licensee shall provide authorized Non-Geostationary Orbit (NGSO) satellite service(s) including the mandatory emergency services throughout Bangladesh as described in this License.
- 2.3 The Licensee may provide optional services incidental to NGSO satellite services as approved by the Commission.
- 2.4 The Licensee shall not be authorized to provide any telecommunication services, which are prohibited or not allowed by any Regulations/ Guidelines/ Directives/ Instructions issued by the Commission.
- 2.5 The Licensee shall not provide any Telecommunication Services or install, maintain or operate any Telecommunication Systems that are not authorized in these Guidelines, except pursuant to a separate Guidelines or other proper authorization from the Commission.
- 2.6 The Licensee shall take prior approval from the Commission when it wishes to begin to offer a new category of authorized services (as described in clause 6.4 of these Guidelines).
- 2.7 The Licensee shall comply with the provisions of the BTR Act, 2001, the Wireless Telegraphy Act, 1933 and the Telegraph Act, 1885, Digital Security Act, 2018 and any other laws for the time being in force. The Licensee shall also comply with the Rules/ Regulations/ Policies/ Directives/ Guidelines/ Instructions/ Orders/ Circulars/ Decisions etc. issued from time to time by the Commission.

3. DURATION OF LICENSE

- 3.1 Duration of the license issued under these guidelines shall be effective from the date of issuance and valid for 10 (ten) years.
- 3.2 Upon expiry of the initial term, the License may be renewed for subsequent terms subject to the approval from the Government, payment of necessary fees and charges, and to such terms and conditions, as may be specified herein and/ or by the Commission at the time of each renewal.

4. LEGAL REQUIREMENTS

The legal statutes governing the telecommunication industry in Bangladesh, which will be applicable to all applicants and NGSO Satellite Services Operator, are given below:

- (a) The Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- (b) The Wireless Telegraphy Act, 1933 and The Telegraph Act, 1885, for matters which are not covered by the Bangladesh Telecommunication Regulation Act, 2001 (as amended).
- (c) The Bangladesh Telecommunication Regulatory Commission (Licensing Procedure) Regulations, 2004 (as amended).

- (d) The Bangladesh Telecommunication Regulatory Commission (Interconnection) Regulations, 2004 (as amended).
- (e) Any Act of Parliament, Ordinance, Rule(s), Regulation(s), Notification(s) etc. made by the Government.
The Rules/ Regulations/ Guidelines/ Directives/ Orders and Decisions issued under the Act.

5. NETWORK AND OPERATIONS

- 5.1 The Licensee shall establish at least one gateway system within the territory of Bangladesh before commencing its service. However, the Licensee is encouraged to establish redundant gateways.
- 5.2 Any user terminal placed and used from within the geographical boundary of Bangladesh shall have to be authenticated and served through this local gateway. All traffics of these terminals shall have to be routed through this local gateway for providing any services under these guidelines within Bangladesh.
- 5.3 The Licensee shall connect its NGSO gateway with any of the licensed International Internet Gateways (IIGs) in order to carry international internet data traffic. For seamless operation, the Licensee shall have to have redundant connections from the licensed IIGs.
- 5.4 The Licensee must commit to operating in Bangladesh for a minimum period of five years. Any plan for early exit must be accompanied by a compelling justification submitted to the commission. If the reasoning is deemed inadequate, the security deposit may be withheld for the duration of the commitment period or returned only after imposing fines as deemed appropriate by the commission.

6. SYSTEMS AND SERVICES

- 6.1 The technical and operational systems shall comprise broadly the combination of communication apparatus to provide NGSO satellite technology-based services.
- 6.2 Technical characteristics of equipment used under this License shall have to be in conformity with the ITU and other related International Standards. The Licensee shall provide details of the proposed apparatus before the installation of the system.
- 6.3 The Licensee shall take necessary approval from the Commission before providing the services.
- 6.4 The Licensee is authorized to provide the following NGSO satellite services, including but not limited to, through its system:

- (a) Broadband Internet Services
- (b) Internet of Things (IoT) and Machine to Machine (M2M) Communication
- (c) Earth Station in Motion (ESIM) Service
- (d) Backhaul Services (with prior permission of the Commission for each site)
- (e) Any other NGSO related services approved by the Commission

The Licensee shall not be authorized to provide the following services:

- (a) Direct to Home (DTH) Services
- (b) Broadcasting Services
- (c) Satellite and terrestrial based IMT Services.

- 6.6 The systems including offshore platforms shall have lawful interception (LI) and be LI compliant.
- 6.7 The Licensee shall install security systems in the network as standardized by ITU or any other competent authority/ body.
- 6.8 The Licensee shall not connect to the systems, any equipment or system that does not comply with the national standards for telecommunication apparatus set by the Commission.
- 6.9 The licensee shall charge for the terminals and services in BDT.
- 6.10 The Licensee shall notify the Commission and the affected customers at least 30 (thirty) days prior to discontinuation of any service.

7. FEES AND CHARGES

- 7.1 The Licensee shall be required to pay various fees, contribution and charges to the Commission. The following table summarizes the fees and charges which shall be applicable to the Licensee. structure. These fees and charges are excluding of fees, charges, VAT and taxes imposed by any other competent authority. In such cases, those fees, charges, VAT and taxes shall be paid to the authority as decided by the Government.

Application Fee/ Processing Fee	BDT 5,00,000
License Acquisition Fee	US\$ 10,000
Annual License Fee	<p>a) US\$ 10,000 for satellite providing IoT services only.</p> <p>b) US\$ 30,000 for satellite providing broadband and other services.</p>
Revenue Sharing	<p>0% for the first 2 (two) years.</p> <p>3% for 3rd, 4th and 5th year.</p> <p>5.5% from 6th year onwards.</p>
Station/ Terminal Fee	<p>No charges will be applicable for terminals used for providing IoT services only.</p> <p>For broadband and other services, US\$ 1 (one) per terminal per month for operating within the geographical boundary of Bangladesh.</p>
Contribution for Space Industry Development and Management	<p>0% for the first 5 (five) years.</p> <p>1% from 6th year onwards.</p>

- 7.2 NGSO satellite licensee shall receive a 25% reduction in the application fee/ processing fee, license acquisition fee, and annual license fee mentioned in section 7.1 if the licensee connects its gateway either with the government-owned IIG for data bandwidth or forms a partnership/joint venture with a Bangladeshi satellite company. However, the total reduction will be limited to maximum 25%.

7.3 License Acquisition Fee: The License Acquisition Fee for NGSO Satellite Services Operator License shall be US\$ 10,000 (ten thousand) to the Commission within 30 (Thirty) Gregorian calendar days from the notification date.

7.4 Annual License Fee: The Licensee shall pay the annual license fee to the Commission for every year in advance in the form of a pay order or bank draft issued from any scheduled bank of Bangladesh on each anniversary of the date of the License. A sum

of US\$ 10,000 will be applicable for the Licensee who will provide satellite IoT service only, and a sum of US\$ 30,000 will be applicable for the Licensee who will provide other satellite services.

7.5 **Revenue Sharing:** No Revenue (0%) shall be shared for the first two years. A sum equivalent to 3% of the annual audited gross revenue for the 3rd, 4th and 5th year, and 5.5% for each of the subsequent years, shall be paid by the Licensee to the Commission on a quarterly basis within the first 10 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that year. If there has been any underpayment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission. The percentage of revenue to be shared may be changed from time to time by the Commission and the licensee(s) shall abide by it.

7.6 **Station/ Terminal Charge:** No station/ terminal charge shall be applicable for satellites providing IoT services. However, the Licensee shall pay a terminal charge of US\$ 1 (one) per terminal per month, used in providing all services other than IoT, to the Commission on a quarterly basis within the first 10 (ten) Gregorian calendar days at the end of each quarter. The number of terminals shall be determined based on the active terminals in the network. Terminal charge shall not be applicable for the terminals used to provide services other than broadband.

7.7 **Contribution for Space Industry Development and Management:** No Contribution for Space Industry Development and Management (0%) shall be applicable for the first five years. A sum equivalent to 1% (one percent) of the annual audited gross revenue for each of the subsequent years shall be paid on a quarterly basis as Contribution for Space Industry Development and Management within the first 10 (ten) Gregorian calendar days at the end of each quarter. The total variable component shall be reconciled on an annual basis based on the Licensee's audited accounts for that year and if there has been any underpayment, the balance must be paid within 90 (ninety) Gregorian calendar days of the financial year-end of the Licensee. In the event of any overpayment by the Licensee, the Licensee may set off the excess amount against quarterly payments in the next year with prior permission from the Commission. The percentage of this contribution may be changed from time to time by the Commission and the licensee shall abide by it.

7.8 **Delay in Payment of Fees and Charges:** The annual license fee, the amount of revenue to be shared, annual station/ terminal charge and contribution for space industry development and management have to be paid within due date. The amount due may be paid until 30 (thirty) days after the due date, in which event, the Licensee shall make the payment with late fee at the compound rate of 15% per annum as compensation to the Commission. On exhaustion of the 30 (thirty) days as mentioned above, if the failure continues, the license may be cancelled. However, the principal amount shall have to be calculated and paid along with applicable late fee till the date of actual payment or the date of cancellation of the license, whichever is earlier.

7.9 The Licensee shall annually submit audited financial statements to the Commission in support of its calculations of annual fees payable pursuant to Clause No. 7.1-7.7.

7.10 The fees shall be paid within the stipulated timeline in US\$ or its equivalent in BDT to be converted at the Foreign Currency selling rate of Bangladesh Bank as on the date of payment.

7.11 The Commission reserves the right to periodically review and adjust the fees and charges as detailed above subject to the prior approval of the Government.

8. SECURITY DEPOSIT

- 8.1 The Licensee shall deposit refundable amount of BDT 25 (twenty-five) million only as security deposit in favour of Bangladesh Telecommunication Regulatory Commission within 30 (thirty) Gregorian days from the date of issuance of License.
- 8.2 The Commission may forfeit this deposit under the following circumstances without prejudice to any other action that may be taken under the terms and conditions of the License:
 - (a) breach of any License condition.
 - (b) failure to comply with any provision of these Guidelines.
 - (c) violation of any provision of any applicable act/ rules/ guideline of Bangladesh.
- 8.3 The Licensee may request to refund the security deposit only when the Licensee will surrender the license and when there will be no liabilities with any other parties, and no legal matters are pending before court.
- 8.4 If the license is cancelled by the Commission all applicable dues shall be adjusted with the security deposit.

9. SPECTRUM ASSIGNMENT

The Licensee shall abide by the terms and conditions mentioned in its “Radio Communications Apparatus License for Non-Geostationary Orbit (NGSO) Satellite Services” for using assigned spectrum for providing NGSO satellite services within the territory of Bangladesh.

10. INTERFERENCE

- 10.1 The Licensee shall not cause harmful interference to other licensed radio communication networks (terrestrial/ GSO satellite/ other NGSO satellite) in Bangladesh. In the event a harmful interference occurs to another radio communication network licensed in Bangladesh, the Licensee shall immediately take the following measures:
 - (a) Immediately report to the Commission about the harmful interference with detailed technical data.
 - (b) Immediately take necessary corrective measures to stop causing harmful interference to the affected networks.
- 10.2 The Licensee shall report to the Commission about any harmful interference caused to its network immediately after the interference occurs.
- 10.3 The Licensee shall comply with all provisions of the ITU Radio Regulations governing the operation of NGSO satellite system and its ground stations, including equivalent isotropic radiated power (e.i.r.p), transmitting power, power flux density (pfд) and out of band emissions limitations.
- 10.4 The Licensee, being the operator of NGSO satellite system(s), shall not claim protection from other licensed terrestrial or geostationary-satellite networks operating in Bangladesh according to the provisions of the Radio Regulation of ITU.
- 10.5 The Licensee shall implement necessary monitoring systems to detect and report interference promptly to ensure no adverse impact occurs on existing services.

- 10.6 The Licensee shall deploy necessary technical measures (e.g. spectrum separation, geographical separation, beamforming, emission mask, frequency hopping etc.) to mitigate interference, if detected.
- 10.7 The Licensee shall conduct pre-launch assessments to identify potential interference risks and engage in direct coordination with potential affected parties to take necessary actions to mitigate interference before launching.

11. TARIFF AND PRICING

- 11.1 The Licensee shall, before providing any service, submit to the Commission a tariff plan containing the maximum and minimum charges that may be realized for such service, and until the tariff is approved by the Commission, the operator shall not start providing the service or realizing charges for the service.
- 11.2 The Licensee cannot provide any service/ package/ offer without the approval of the Commission. Even in the case of change/ enhancement/ modification of service/ package/ offer approval is required.
- 11.3 Tariffs must be non-discriminatory and based on objective criteria and on the costs of providing the Licensed Services, while allowing for a reasonable rate of return.

12. QUALITY OF SERVICE

- 12.1 The Licensee shall have the obligation to ensure the quality of services Regulations/ Directives/ Instructions/ Orders/ Guidelines issued by the Commission from time to time. All such Regulations/ Directives/ Instructions/ Orders/ Guidelines shall be considered as integral part of these Guidelines.
- 12.2 The Licensee shall adhere to the minimum data rate (Mbps) as mentioned in the National Broadband Policy of Bangladesh for providing satellite internet services.
- 12.3 The Licensee shall maintain minimum service standards as committed to its subscriber.
- 12.4 **Service Availability:** The Licensee shall maintain a consistent minimum service availability of 99.5%.
- 12.5 **Latency Considerations:** The Licensee shall specify the service wise minimum acceptable latency in its service offerings.
- 12.6 **Customer Support:** The Licensee shall establish 24/7 customer service channels to ensure that its subscribers/ users in Bangladesh can receive assistance both in Bangla and English language.

13. SIGNIFICANT MARKET POWER (SMP)

- 13.1 The Licensee emerging with Significant Market Power (SMP) shall not abuse its dominant position through anticompetitive conduct.
- 13.2 The Licensee shall have to abide by the provisions of the regulations issued by the Government/ Commission regarding SMP.
- 13.3 The Commission may issue any Order/ Decision/ Directives on declared SMP operator to ensure healthy competitive telecom environment according to the provisions and market definition as in SMP regulations.



14. ANTI-COMPETITIVE CONDUCT, UNFAIR COMPETITION AND DISCRIMINATION

- 14.1 **Anti-Competitive Conduct:** The Licensee shall not engage in anti-competitive conduct which in the view of the Commission inhibits or impedes fair competition including exploiting a position of dominance such as to unreasonably restrict competition.
- 14.2 **Unfair Competition:** The Licensee, on its own or through a third party, shall not engage in any practice which unfairly restricts or is likely to restrict existing competition in the national telecommunications industry or which deters or restricts or is likely to deter or restrict new Licensees into the national telecommunications industry.
- 14.3 **Discrimination:** The Licensee shall not discriminate or create any inconvenience to any person, group or class of persons.
- 14.4 All financial transactions (in local and foreign currency) in relation to the License shall be through Scheduled Bank(s) mentioned in the Bangladesh Bank Order, 1972. The Licensee shall inform the Commission of the details of the accounts in operation.

15. COMPLIANCE AND MONITORING

- 15.1 **Regulatory tools:** The Licensee shall comply and connect with any future regulatory tools implemented and/ or instructed by the Commission.
- 15.2 **Preservation of Records:** The Licensee shall preserve the Internet Protocol Detail Record (IPDR), Transaction Detailed Record (TDR), system logs or audit trails related to CDR changes, network traffic data, QoS and KPI reports with base data, official correspondence with BTRC, statements/ reports etc., whichever is applicable, for a period of 1 (one) year for scrutiny or as directed by the commission or required by any competent national agency permitted by the law. In case of deletion of any records after 1 (one) year as mentioned above, the Licensee shall preserve any particular record if instructed by the Commission & law enforcement agencies and that shall be kept as it is. In addition to maintaining records mentioned above, the Licensee shall also record/ store data session logs/ info along with IP address for 1 (one) year for scrutiny by or as directed by the Commission. The Licensee does not require permission to delete records which have not been instructed to retain.

15.3 Monitoring System

- (a) The Commission may direct the Licensee to take necessary technical measures to identify and monitor subversive or illegal activities. The Commission may direct the Licensees to submit the relevant information to the Commission from time to time. Following the instruction of the Commission, the Licensee shall implement self-regulatory mechanism to detect and deactivate its subscriptions engaged in subversive or illegal activities.
- (b) The Licensee shall keep required provision against cyber threats/ attacks in its systems and network and shall take applicable measures to protect its infrastructure from possible cyber threats.
- (c) The Licensee shall cooperate with designated national Cyber Incident Response Team (CIRT) regarding new and emerging threats as well as incident management of national magnitude.
- (d) The Licensee shall abide by Cyber Security Order/ Decision/ Guidelines/ Directives/ Instructions issued by the Government/ Commission as well as any internationally recognized cyber security/ risk management framework/ guidelines.

15.4 **LI Compliance**

- (a) The Licensee shall provide access to its gateway established in Bangladesh as required by any competent national agency according to applicable law and regulation. The Licensee shall comply and provide an appropriate system to provide any required data to the LI system of any competent national agency permitted by the law.
- (b) The Licensee shall have the obligation, if so directed by any competent national agency in accordance with the Act, 2001 or by the Commission, to identify and immediately provide information to the Commission/ LEA/ any competent national agency regarding the persons who are threat to national security. For this purpose, the Licensee shall have the required technology in its systems.

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

15.6 **Privacy of Communications**

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

15.7 **Information and Inspection**

- (a) The Commission or its authorized representatives shall have the right to enter and inspect all the offices, installations, facilities and premises of the Licensee. The Licensee shall provide all information and shall demonstrate any applicable services and systems as required by the Commission during such inspection.
- (b) The Commission or any of its official representatives may take copies of records, documents and other information related to the Licensee's business. The Licensee shall promptly deliver any information or documents to the Commission upon request.

15.8 **Reports**

- (a) The Licensee shall furnish all required information as directed by the Commission from time to time. The format and frequency of submission shall be decided by the Commission.
- (b) The Licensee shall publish Annual Report in accordance with the International Financial Reporting Standards (IFRS), the Companies Act 1994, the Securities and Exchange Rules 2000, relevant guidelines issued by the Bangladesh Securities and Exchange Commission, Financial Reporting Act, 2015 and other appropriate laws in Bangladesh, as applicable. In addition, the Licensee shall submit to the Commission at least 3(Three) hard copies and a soft copy (scanned PDF) of the audited financial report that will contain the financial statements presenting the financial position & performance of the Licensee. If the commission requires any additional information, then it will be furnished based on relevancy & availability.
- (c) The Licensee shall furnish report(s) to the Commission on a quarterly basis the number of user terminal devices.

16. CHANGES IN THE SHARE CAPITAL

- 16.1 The Licensee shall seek written approval of the Commission before making any change in its direct ownership and direct shareholding. Any change in the direct ownership and direct shareholding shall not be valid or effective without prior written approval of the Commission.
- 16.2 In case of merger/ amalgamation with any other entity, the Licensee shall take prior written approval of the Commission.
- 16.3 The terms and conditions including fees and charges imposed by the Government/ Commission regarding changes in its direct ownership and direct shareholding structure and merger/ amalgamation shall be binding on the Licensee.

17. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

- 17.1 This License and any right accrued thereafter shall not be transferred without the permission of the Commission, wholly or partly, and as such, transfer, if any shall be void.
- 17.2 By any means the License shall not be assigned or pledged as security when taking loans. The Licensee/ operator with a view to collecting fund may with prior permission of the Commission take loan from any third party against its property and assets upon furnishing security provided that does not affect the customer services.
- 17.3 The Licensee shall not subcontract out any part of the Services or the System without prior approval of the Commission. The Licensee may appoint agents or independent contractors or sub-contractors to carry out works or provide services which enable the Licensee to discharge its duties and obligations under this License provided that the Licensee shall be liable for any act, omission, default, neglect or otherwise of the agents and independent contractors or sub-contractors in carrying out any such works or providing any such services.
- 17.4 The License granted under the Act, 2001 and Rules shall be personal to the Licensee and shall not be assigned, sub-licensed to, transferred directly or indirectly or held on trust for any person, without the prior written approval of the Commission.

18. TECHNICAL AND FINANCIAL AUDIT

- 18.1 The Commission may take initiative for annual technical and financial audit of the Licensee at any time. The audit team authorized by the Commission shall have the right to Audit technical and financial position of Licensee anytime up to 2 (two) years preceding to the commission of the audit. The Licensee shall comply and shall furnish all relevant information and documents for the period up to two years preceding to the commission of an Audit. The Licensee shall preserve all the relevant data/ information for technical and financial audit accordingly. The Commission will issue directives to the Licensee in this regard.

18.2 The audit team authorized by the Commission shall have the access to the computerized accounting system for the purpose of the Audit as and when deemed necessary by the Commission.

19. EMERGENCY SERVICES

19.1 Emergency Crisis Management:

- (a) The Licensee shall have an organized emergency crisis management team to take necessary action(s) to save telecom and other related infrastructure.

- (b) The Licensee shall have obligation to send/ transmit early warning message to its subscribers of disastrous/ crisis areas as directed by the Commission.
- (c) The Commission may direct the Licensee from time to time regarding emergency crisis management.

19.2 **Access to Emergency Services:** The Licensee shall ensure that all its customers are able to contact emergency services, as defined by related government policies, without any charge at any time. The Licensee shall comply with any other requirements of the Commission regarding emergency services.

19.3 **National Emergency:** The Licensee shall facilitate and cooperate with all relevant government bodies, departments and official agencies for the provision of the services in the event of national emergency or in matters relating to national security.

20. **REGISTRATION OF SUBSCRIBER**

The Licensee shall be liable for registration of all subscribers in a proper way as decided by the Commission from time to time. The Commission reserves the right to take necessary actions according to the Guidelines and the provisions of the Act, 2001 for non-compliance of this condition and may impose fine for non-compliance.

21. **INITIAL PUBLIC OFFER (IPO)**

21.1 The Licensee may float its share to Initial Public Offer (IPO) as per the rules and regulations of the Security Exchange Commission and in accordance with other prevailing laws of Bangladesh.

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

22. **ACCOUNTS**

22.1 The Licensee shall maintain accounts and other records, in accordance with acceptable accounting practices. The Licensee shall at all times, maintain full and accurate books of accounts and other records reflecting all financial matters, in accordance with the sound and acceptable accounting practices.

22.2 The Licensee shall submit certified copies of its financial records and yearly audited accounts to the Commission. The Commission shall have the access to originals of such records and accounts as and when required.

22.3 The Licensee shall provide an auditing facility that can be accessed by the Commission to verify the reported services revenues.

23. **SUBSCRIBER CONFIDENTIALITY**

23.1 The Licensee shall maintain confidentiality in respect of all information provided by the subscriber except disclosure in the following situations:

- (a) where the disclosure of the information is necessary for the purposes of detecting, preventing or investigating crime in which case disclosure should only be made to personnel authorized by the Commission or Law Enforcement Agencies (LEA).
- (b) where disclosure is deemed necessary by the Commission or other national security agencies and law enforcement agencies, where such disclosure should only be made to persons authorized by the Commission or LEA. and

(c) where disclosure is ordered by a court of competent jurisdiction or so provided by law.

23.2 Further, the Licensee may only use any information provided by a subscriber for the following purposes:

- internal planning, provisioning and billing for Services.
- other purposes approved by the Commission or permitted by any applicable law(s) of the land.

23.3 The Licensee shall not share any user information, insight or analytics derived from user and service data in any form to any other party without the prior permission of the Commission.

24. COMPLAINTS AND CONSUMER PROTECTION

24.1 The Licensee shall prepare a customer charter of rights that sets out the minimum standards of service to the customers/ subscribers of the Licensee and gives guidance to the employees of the Licensee in their dealings with customers and subscribers. This charter shall be prominently displayed at all premises of the Licensee, and a copy shall be provided to customers upon request.

24.2 The Licensee shall publish information about the Services it provides in a form which is easily available to consumers. This shall cover inter alia a description of the Services, the pricing plans, terms and conditions, procedures for billing, bill enquiries, complaints, and all other relevant information relating to the provision of the Services and other telecommunications equipment.

24.3 The Licensee shall inform subscribers of all its obligations under this Guideline and in particular highlight to its subscribers the Licensee's obligations of confidentiality and specific use of information.

24.4 The Licensee shall operate a consumer-friendly system which will allow subscribers to lodge complaints to the Licensee in the event of a breach of any of the terms and conditions of these Guideline.

24.5 The Licensee shall submit to the Commission and make publicly available at the end of the Licensee's financial year or upon demanded by the Commission, a report indicating the number of complaints received from subscribers, the nature of such complaints and the steps taken by the Licensee to address those complaints. The Licensee shall prepare the report in a format prescribed or approved by the Commission.

24.6 In the event the Licensee intends to terminate all or part of the Services, the Licensee shall notify the Commission in writing promptly and in any case at least 30 (thirty) days prior to the intended date of termination of the Service, and provide such information and assistance the Commission may require to ensure that the interests of its customers and the public are adequately safeguarded.

24.7 These Guidelines shall promptly attend the complaints of the subscriber and shall maintain records of complaints for 2 (two) years and their resolution and shall make those available for inspection by the Commission as and when necessary.

24.8 The Licensee shall build up a management information system for customer services.

24.9 The Licensee shall put into effect a mechanism to settle probable complaints, objections and disputes with the subscribers which shall be informed to the Commission.

24.10 Any decision of the Commission in respect to ensure the consumers' protection shall be binding on the NGSO Satellite Services Operator License. The consumer charter shall provide commitments by the Licensee to consumers in respect to the standard and quality of the Licensed service. The Licensee shall also establish and maintain substantial number of Consumer Complaint Centre/ Customer Care Centre to provide quality services to its Customers/ Subscribers as envisaged in Section 59 of the Act, 2001.

24.11 The Licensee shall comply with the respective national privacy law and its other requirements required by the Act, the Rules, Regulations and Conditions issued by the commission or any competent authority.

25. COMMUNICATION WITH THE LICENSEE

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

26. CODE OF COMMERCIAL PRACTICE

26.1 The Licensee shall publish a code of commercial practices approved by the Commission. The code of practice shall include, at a minimum provision covering the following issues:

- (a) A commitment to take steps to remedy service interruptions as soon as reasonably possible and to provide reasonable credits to customers for lengthy outages;
- (b) Protection of the privacy of information transmitted over the Licensed System;
- (c) Maintenance by Licensee of the confidentiality of customer information;
- (d) Procedures for resolving disputes between Licensee and customers;
- (e) Availability to customers of information concerning their accounts with the Licensee; and
- (f) Commitment by the Licensee to customers in respect of standard and quality of Licensed Services.

26.2 The Commission may also publish a standard Code of Practice from time to time which shall be a binding on the Licensee.

27. FORCE MAJEURE

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



28. HARASSING, OFFENSIVE, UNSOLICITED OR UNLAWFUL COMMUNICATION

The Licensee shall take all reasonable steps to track and locate and prevent the source of harassing, unsolicited, offensive, fraudulent or unlawful communication. For that purpose:

- (a) Any customer of the Licensee may request (the Requesting Customer) the Commission or other duly authorized authority in Bangladesh to authorize the Licensee to monitor calls to the Requesting customer's device;
- (b) The Commission or other duly authorized authority in Bangladesh may direct a Licensee to monitor communication to and from a customer's device;
- (c) The Licensee shall provide the Commission with the information resulting from the monitoring of the communication to and from a customer's device, including the identification number or details of the parties that are the source of harassing, offensive fraudulent or unlawful communication and the dates of occurrence of such calls and their frequency;
- (d) The Commission may direct the Licensee to undertake appropriate action to protect the public from harassing, offensive, fraudulent or unlawful communication. Such direction may require the Licensee to co-operate fully with and/ or provide relevant information to such other parties identified as being competent authorities by the Commission in its direction; and
- (e) The Licensee shall, at the request of the Commission, terminate service to any customer that is the source of harassing, offensive or illegal communication.

29. EMPLOYMENT REGULATION

- 29.1 The Licensee shall submit their HR/ Employment Services Regulation to the Commission within 6 (six) months of issuance of License. The Commission may seek information from time to time and issue instructions as per laws in this regard which shall be binding to all the Licensees.
- 29.2 The Licensee is encouraged to employ Bangladeshi nationals for its operation in Bangladesh.

30. SAFETY AND ENVIRONMENTAL CONSIDERATIONS

- 30.1 The Licensee shall ensure the use of energy efficient, environment friendly network equipment's (Green Telecom) and also ensure proper safety for health hazard issues near their earth station and customer premises equipment.
- 30.2 The Licensee shall have obligation to stop all types of radiation which are harmful to the environment and public health. The Licensee shall follow the standard exposure limit as set by the Commission and shall comply with the directives/ instructions/ guidelines/ decisions regarding health and environmental hazards issued by the Commission from time to time.
- 30.3 The Licensee shall conduct its operations and shall establish its Licensed System in a manner so that it is not hazardous and is not contravention of any relevant law, rule or regulation.
- 30.4 The Licensee shall comply with all the directives/ instructions/ guidelines/ decisions regarding e-waste management issued by the Government/ Commission from time to time.

30.5 Space Debris Mitigation and Collision Avoidance

- (a) The Licensee shall comply with established international standards to minimize the generation of debris during both the operational phase and at the end of their mission life. This includes the avoidance of fragmentation, the use of materials that do not survive re-entry, and the minimization of mission-related debris.
- (b) Satellites operated by the Licensee for the operation in Bangladesh should be equipped with systems that ensure their removal from orbit at the end of their operational life, either through controlled re-entry or by any other standard means.
- (c) The Licensee shall comply with established international standards including the guidelines outlined by the Inter-Agency Space Debris Coordination Committee (IADC), the United Nations Committee on the Peaceful Uses of Outer Space (COPUOS) and the International Telecommunication Union (ITU) for post-mission disposal, collision avoidance, international cooperation for the mitigation of space debris, etc.
- (d) The Licensee must perform regular conjunction assessments and collision avoidance maneuvers using reliable space situational awareness (SSA) data to identify potential close approaches with other space objects and to prevent collisions with those space objects. This includes cooperation with other operators and data-sharing regarding satellite positions.
- (e) The Licensee must coordinate with other operators in NGSO to share orbital information and reduce the risk of collision.
- (f) In the event of an operational satellite becoming non-functional and posing a debris risk, the Licensee shall be responsible and liable for the removal of active debris.
- (g) The Licensee should have contingency plans in place to address scenarios where a satellite fails to execute its end-of-life disposal maneuver.
- (h) The Licensee may participate in global data-sharing initiatives with other satellite operators, space agencies, and SSA providers for the following purposes:
 - (iii) Tracking and monitoring space debris for the purpose of enhancing overall space situational awareness.
 - (iv) To improve the conjunction assessments and collision avoidance decision-making.
- (i) The Licensee may utilize multiple, independent data sources for orbit determination and conjunction analysis, such as data provided by the commercial SSA providers, or other competent international SSA services.
- (j) The Licensee shall establish a decision-making process for collision avoidance maneuvers that considers factors such as the probability of collision, maneuver execution time, fuel availability, mission impact, and long-term orbital sustainability.
- (k) The Licensee shall coordinate with other relevant satellite operators before executing a collision avoidance maneuver to avoid creating new collision risks and to ensure that both parties are aware of each other's plans.
- (l) The Licensee shall document all collision avoidance maneuvers, including the rationale, decision-making process, and outcome.

30.6 Safety and Environmental Reports

- (a) The Licensee shall submit the following reports, to the Commission, on an annual basis before each year starts:

- (iii) Annual post-mission disposal plan, outlining the methods for ensuring compliance with debris mitigation standards.
- (iv) Documentation demonstrating compliance with space debris mitigation regulations during the pre-launch phase. This includes detailed plans for collision avoidance, post-mission disposal, and end-of-life management.

(b) The Licensee shall submit the following reports, to the Commission, on an annual basis within the next 30 (thirty) calendar days from the start of each year:

- (iv) Detailed report on the conjunction assessments and collision avoidance maneuvers conducted during the preceding year.
- (v) Detailed report on the end-of-life status of NGSO satellites during a preceding year, including compliance with disposal guidelines.
- (vi) Detailed report on the documented collision avoidance maneuvers conducted during the preceding year.

31. AMENDMENTS

Any fees/ charges and any of the terms and conditions in the License can be amended, varied or revoked in accordance with the Section 39 of the Act. In case of amendment(s) proposed by the Government/ Commission, notice will be served to the Licensee informing the reasons for the proposed change. The Government will consider the reply of the Licensee, opinion of the Commission and other issues which will be deemed necessary and shall inform the decision to either (a) rescind the amendments or (b) modify the amendments or (c) proceed with the proposed amendments. The Licensee shall comply with all new terms and conditions.

32. INTELLECTUAL PROPERTY RIGHTS (IPR)

The Licensee shall not violate any Intellectual Property Rights of any person, body or associations and shall be held responsible for any such violation under the relevant laws of the land.

33. DISPUTE RESOLUTION

If any dispute arises between the Licensees or between the Licensees and subscribers, the parties shall first attempt to resolve the differences in an amicable manner. If a settlement is not reached, then the matter shall be referred to the Commission for resolution and the decision of the Commission thereon shall be binding upon the parties.

34. COMPLIANCE WITH LAW

34.1 This License is subjected to the terms and conditions contained herein and to the Act, Rules and Regulations. In the event of any conflict or inconsistency between the provisions of this License, and the provisions of the Act, Rules or Regulations, the provisions of the Act, Rules and Regulations shall prevail.

34.2 The Licensee shall establish, maintain and operate its Licensed System, and shall provide the Licensed Services, in compliance with the License, guidelines and the laws of Bangladesh.

35. FRANCHISING

- 35.1 The Commission may instruct the Licensee to submit the information of the franchisee/ distributor/ retailer at any time.
- 35.2 The Licensee shall ensure that its franchisee/ distributor/ retailer are compliant with all the terms and conditions of this Licensee and all applicable laws.
- 35.3 The Licensee shall be accountable and liable for any act, omission, default, negligence or otherwise of its franchisee/ distributor/ retailer.

36. VIOLATIONS OF THE LICENSE

If the Commission determines that the Licensee has violated a provision of these Guidelines or the Act, Rules or Regulations conditions of these Guidelines or any other order or instructions or directives of the Commission, the Commission may by order impose one or more sanctions provided in the Act, the Rules and Regulations issued thereunder.

37. TERMINATION OF THE LICENSE

The License shall remain in force until it is terminated due to any of the following reasons:

- (a) The term of the License expires without renewal;
- (b) The Licensee agrees to the termination of this License; or
- (c) The License is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this License.

38. SUSPENSION, CANCELLATION AND FINES

- 38.1 The Commission may cancel the License and the Licensee shall be liable for action as per the Bangladesh Telecommunication Regulation Act, 2001 (as amended) on the following grounds including but not limited to –
 - (a) that any information furnished in the Application form for obtaining the License is found incorrect/false which is mala fide,
 - (b) that the Licensee has obtained License hiding the information as mentioned in the guidelines and the Act and the reason for not providing the information is not acceptable,
 - (c) that the assigned frequency shall be cancelled, if it is not used within 01 (One) year from the date of assignment,
 - (d) that required fees and charges are not paid by the Licensee as per the terms and conditions of the Radio Communications Apparatus License for NGSO Satellite Services,
 - (e) that the Licensee has disclosed or is involved with any discloser of any information to anybody/performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony,
 - (f) that National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the Licensee,
 - (g) that the Licensee violates or purports to violate any terms and/or conditions under this License / Regulations/Directives/ Instructions/ Orders/ Circulars/ Decisions etc.

(h) that the Licensee violates any conditions of the “Non-Geostationary Orbit (NGSO) Satellite Services Operator License”.

(i) the Commission may at any time, to terminate the assignment to the Licensee if the Commission determines that the Licensee is not complying with the requirements applicable to such spectrum and which are set forth in the provisions of the Radio Communications Apparatus License for “Non-Geostationary Orbit (NGSO) Satellite Services Operator License”.

38.2 The Commission may take necessary actions to suspend or cancel the License according to the provision of section-46 of the Act, 2001.

38.3 The Commission may impose fine under Sections 63(3), 64(3), 65 or any other relevant provision(s) of the Act, 2001 for violation of any condition of these Guidelines.

39. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

39.1 In the event of suspension of the License under provisions of the Act, 2001 the Commission may, in accordance with the Rules engage any competent administrator by examining the financial position, profit and loss of the Licensee.

39.2 Cancellation or suspension of License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act, 2001 or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under any law or this License.

40. MISCELLANEOUS

40.1 Any dispute, controversy or claim arising out of, or in connection with, this License, or the breach, termination or invalidity thereof, shall be settled by the Commission and its decision shall be binding.

40.2 The Licensee shall follow all relevant Rules/ Regulation/ Policies/ Directives/ Guidelines/ Instructions/ Orders/ Circulars/ Decisions etc. as approved by the Commission from time to time. The decision of the Commission in this case shall be binding on the Licensee.

40.3 The Commission encourages the Licensees to carryout Corporate Social Responsibilities (CSR). The Licensees shall inform the Commission regarding their activities along with the detailed expenditure on a quarterly basis. The Government/ Commission may instruct/ direct the Licensee to take part in CSR from time to time.

40.4 The Licensee shall not discontinue providing Licensed Services in any area unless the Licensee notifies the Commission, probable affected customers and other stakeholders at least 90 (ninety) days prior written notice of such discontinuation. The Licensee shall take prior written approval from the Commission before such discontinuation of service. However, services to the affected subscribers may be disconnected as per the “Service Level Agreement” approved by the Commission.

40.5 The Licensee shall take prior written permission for formation of any company/ joint venture entity/ partnership entity in Bangladesh for providing any type of telecom related services. The Licensee shall also have to take prior written permission for holding share in or being a partner of the existing entity who is providing any telecom service in Bangladesh.

40.6 The Commission and/ or any other Government departments shall not be liable for any loss, damage, claim, charge, expense which may be incurred as a result of or in relation to the activities of the License, its employees, agents or authorized representatives.

40.7 All directions issued by the Commission shall remain confidential and the Licensee shall not disclose the same unless with the prior approval of the Commission.

40.8 Notwithstanding anything contained elsewhere or in this License the Commission reserves the right at its discretion to make the terms and conditions of this License publicly available in any media and format whether on the Commission's or any other official Government website, in any manner it deems fit and proper.

40.9 The Licensee shall pay the necessary fees and charges and furnish the necessary documents in a timely manner.

40.10 Only equipment models or types approved by the Commission shall be used in Licensed radio communications networks and systems. In case of an equipment model or type that has not been approved, clearance for the use of such equipment must be obtained from the Commission.

40.11 The Licensee shall follow the ITU-R recommendations regarding the usage of radio communications equipment and as directed by the Commission from time to time.

40.12 The Licensee shall take prior written permission from the Commission before selling any of its equipment.

40.13 In case of any claim by the subscriber, the Licensee shall pay the full amount of the remaining balance to the subscriber whose service has been terminated for any reason whatsoever except for the engagement in any illegal activities. The Licensee shall inform the Commission about such refund at the end of each Gregorian calendar year.

40.14 All correspondence from the Commission shall be in writing and shall be sent to the Licensee's official place of business.

40.15 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.

40.16 Unless repugnant to the context –

- (i) all headings are for convenience only and shall not affect the interpretation of the provisions of this License;
- (j) the words importing the singular or plural shall be deemed to include the plural or singular respectively;
- (k) any expression in masculine gender shall denote both genders;
- (l) any reference in this License to a person shall be deemed to include natural and legal persons;
- (m) all references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
- (n) the term 'or' shall include 'and' but not vice versa;
- (o) any reference in this guideline to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication.
- (p) references to Clauses, Sub-Clauses, Annexure, Appendix and Schedule of guidelines are to Clauses, Sub-Clauses, Annexure, Appendix and Schedule to this License, respectively.



- 40.17 This License shall be an integral part of the “**Regulatory and Licensing Guidelines for Non-Geostationary Orbit (NGSO) Satellite Services Operator**” and vice-versa.
- 40.18 This License shall be governed by and construed in accordance with the laws of Bangladesh.
- 40.19 This License is issued with the approval of the appropriate authority.

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

Director (Licensing)
Legal and Licensing Division
BTRC



APPENDIX-5

[Generic Form of Radio Communications Apparatus License for Non-Geostationary Orbit (NGSO) Satellite Services]



**BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION
BTRC BHABAN, PLOT # E-5/ A, AGARGAON ADMINISTRATIVE AREA
SHER-E BANGLA NAGAR, DHAKA-1207.**

**RADIO COMMUNICATIONS APPARATUS LICENSE
FOR
NON-GEOSTATIONARY ORBIT (NGSO) SATELLITE SERVICES**

LICENSE NO. DATE:

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

BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

is pleased to issue this License in favour of

represented by its CHAIRMAN/MD/CEO having registered office at

as a

NON-GEOSTATIONARY ORBIT (NGSO) SATELLITE SERVICES OPERATOR

in Bangladesh

whereby it is authorized

to establish, maintain and operate the Non-Geostationary Orbit (NGSO) Satellite Network and to provide services as specified in this License

ON NON-EXCLUSIVE BASIS

under the terms and conditions given in the following pages of License
including the schedules annexed hereto.



TABLE OF CONTENTS

Sl.	Content	Page
	Preamble	58
1.	Interpretations, Definitions and Abbreviations	59
2.	Duration of License	59
3.	Fees and Charges	59
4.	Assignment of Spectrum	59
5.	Sharing of Spectrum	60
6.	Reassignment of Frequency	60
7.	Radio Apparatus	60
8.	Use of Spectrum	60
9.	Network and Operations	61
10.	Health and Environmental Hazards	61
11.	Miscellaneous	61





BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION
BTRC BHABAN, PLOT # E-5/ A, AGARGAON ADMINISTRATIVE AREA
SHER-E BANGLA NAGAR, DHAKA-1207.

NO. DATE:

**RADIO COMMUNICATIONS APPARATUS LICENSE
FOR
NON-GEOSTATIONARY ORBIT (NGSO) SATELLITE SERVICES**
(Issued under section 36 of the Bangladesh Telecommunication Regulation Act, 2001)

Whereas in pursuance of the "Regulatory and Licensing Guidelines for Non-Geostationary Orbit (NGSO) Satellite Services Operator" (No-----, Date: ____-20____) the Bangladesh Telecommunication Regulatory Commission ("BTRC" or "Commission") requires to issue the Radio Communications Apparatus License for Non-Geostationary Orbit (NGSO) Satellite Services hereinafter Radio Communication Apparatus License in Bangladesh.

And whereas by application dated, the Chairman/CEO/MD/CTO has prayed for a License to establish, operate and maintain Radio Communications Apparatus.

And whereas the Commission upon consideration of the application has decided to grant/award such License to the applicant.

Now, therefore, in exercise of the powers under section 55 of the Bangladesh Telecommunication Regulation Act, 2001 (as amended) Bangladesh Telecommunication Regulatory Commission is pleased to issue-

LICENSE

To

..... represented by its Chairman/CEO/MD/CTO having its registered office at.....

.....to Operate Radio Communications Apparatus for the network of Non-Geostationary Orbit (NGSO) Satellite Services Operator License, throughout Bangladesh subject to the terms and conditions laid down hereinbelow.

1. INTERPRETATIONS, DEFINITIONS AND ABBREVIATIONS

The interpretations and definitions of the terms used in this document are annexed herewith as Schedule-1 of this License.

2. DURATION OF LICENSE

- 2.1 This License shall be valid till ----- subject to the renewal of spectrum assignment under respective Non-Geostationary Orbit (NGSO) Satellite Services Operator License.
- 2.2 Upon expiry of the present duration of spectrum assignment under NGSO Satellite Services Operator License, the concerned spectrum may be renewed till further period subject to the approval from the Commission.
- 2.3 If the Licensee wishes to renew the term of this License at the expiry of the initial term or any renewal term, it shall apply to the Commission in written at least 06 (Six) months prior to the expiry of the current term.
- 2.4 The Licensee shall make payment of necessary fees and charges, and shall comply with the terms and conditions, as may be specified herein and/or by the Government under the Act, 2001 prior to each renewal application.

3. FEES AND CHARGES

The License shall abide by the prevailing instruction regarding payment of annual spectrum fees and charges. Commission reserves the right to revise/modify/amend the instruction from time to time with prior approval of the Government.

4. ASSIGNMENT OF SPECTRUM

- 4.1 The Licensee is assigned with the following spectrum bands for the operation of their NGSO satellite network in Bangladesh:
 - (a)
 - (b)
 - (c) and
 - (d)
- 4.2 Upon termination/ cancellation of this License, this assignment of spectrum shall be treated as cancelled.
- 4.3 The Licensee shall ensure that transmission is restricted as per ITU Radio Regulations and any applicable Regulations to avoid harmful interference within its assigned frequency band.
- 4.4 Assigned frequency and radio apparatus or any right therewith, 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 subject to the ~~issues~~ enshrined in Section 55 and 37(2)(i) of the Act, 2001. 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.

- 4.5 The Licensee shall not import/ purchase any telecommunication/ radio apparatus for its network without taking prior permission from the Commission.
- 4.6 The Commission shall have the authority to inspect and analyze the spectrum efficiency of any assigned frequencies to ensure proper utilization of the frequencies at any time.
- 4.7 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 by giving prior notice to the Licensee, for any of the following reasons:
 - (a) National security or national interest.
 - (b) Non-compliance/ violation/ breach of any conditions of these Guidelines/ license.
 - (c) Non-payment of any dues where the Licensee has failed to pay within the period specified by the Commission in the final notice unless the matter is pending for any judicial adjudication with interim order.
 - (d) Use of unassigned frequencies.
 - (e) Any other reasonable cause deemed to the Commission fit and proper within the scope of the BTRA, 2001.
- 4.8 The Commission reserves the right to make changes in its frequency allocation plan subject to the changing of ecosystem, national interest and modification in the radio regulation.

5. SHARING OF SPECTRUM

- 5.1 The spectrum assigned through the Radio System Operation and Radio Communication Apparatus License is on a non-exclusive basis.
- 5.2 The Licensee may use technologies like dynamic spectrum allocation to ensure efficient and sustainable use of the assigned radio spectrum.
- 5.3 The Licensee shall adhere to all the provisions of ITU relevant to spectrum sharing, including coordination between satellite operators, terrestrial networks, and other users to prevent harmful interference.

6. REASSIGNMENT OF FREQUENCY

The Licensee shall comply with the recommendations from ITU-R and any decision of the Commission to re-farm any spectrum band assigned to the Licensee as per the 'BTRA, 2001' (as amended).

7. RADIO APPARATUS

The Licensee shall operate radio communication apparatus and devices in compliance with all requirements, directions, directives, instructions, orders or decisions of the Commission pertaining to emissions, frequencies of operation, equivalent isotropic radiated power (e.i.r.p), transmitting power, power flux density (pfd) and out of band emissions limitation characteristics.

USE OF SPECTRUM

The Licensee shall comply with the following terms and conditions relating to radio spectrum assigned to the Licensee:

- (a) The Licensee shall report to the Commission such information as may be required concerning the assigned radio spectrum and its use.
- (b) The Licensee shall only use the assigned radio spectrum in its own operations, and it shall not lease, sub-license, allocate, assign or otherwise make available the use of the assigned radio spectrum to another Operator/ Entities.
- (c) The Commission shall have the right, exercisable at any time, to terminate the assignment to the Licensee if the Commission determines that the Licensee is not complying with the requirements applicable to such spectrum and which are set forth in the provisions of this License as per the Act, 2001.
- (d) The spectrum assigned through this Radio System Operation and Radio Communication Apparatus License is on a non-exclusive basis.
- (e) The Licensee shall use assigned radio spectrum in compliance with all national, regional, inter-Governmental and international arrangements in effect from time to time that are designed to reduce radio interference.
- (f) Spectrum assigned to the Licensee maybe withdrawn if the Licensee fails to commence its Services in that spectrum within one year of the effective date.

9. NETWORK AND OPERATIONS

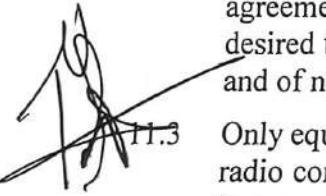
- 9.1 The network should be designed and operated in compliance with the ITU-R Recommendations and provisions relevant to NGSO satellite. In this regard, the Commission may issue necessary directives from time to time which shall be binding upon the Licensee.
- 9.2 The Licensee shall coordinate and agree with other Licensees on the technical measures to be taken to minimize mutual interference between them.

10. HEALTH AND ENVIRONMENTAL HAZARDS

The Licensee shall ensure the use of energy efficient, environmentally friendly network equipment (Green Telecom) and also ensure proper safety for health hazard issues nearer to their gateway installations and terminal devices.

11. MISCELLANEOUS

- 11.1 The Licensee shall provide information to Commission regarding the installation and uninstallation of gateway(s), user terminals and similar nodes, etc. within 30 (thirty) days of installation or uninstallation.
- 11.2 Assigned frequency and radio apparatus or any right therewith are not transferable wholly or partly, 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.

 11.3 Only equipment models or types approved by the Commission shall be used in licensed radio communications networks and systems. If the equipment model or type has not been approved, No Objection Certificate (NOC) for the use of such equipment must be obtained from the Commission, prior to import, purchase or use as applicable.

- 11.4 All synthesised equipment shall be programmed by the manufacturer on the assigned frequencies prior to Commissioning.
- 11.5 ITU-R recommendations shall generally apply to the use of radio communications equipment.
- 11.6 If interference or other problems result from the operation of a licensed station the Commission reserves the right to withdraw the License and to stop the operation of that station.
- 11.7 The Licensee shall inform the Commission, in writing, regarding any problems arising out of the use of assigned frequencies.
- 11.8 The Licensee shall require to co-ordinate the use of assigned frequencies with other spectrum Licensees/ users, if necessary.
- 11.9 No Objection Certificate from appropriate authority will be required if antenna height is more than the allowable limit as declared by any competent authority.
- 11.10 The coverage area of any station shall not exceed the licensed geographical area for which necessary payments are to be made to the Commission.
- 11.11 If any rearrangement in the assignment within the band is required in the future, the Commission shall consult with the affected Licensees.
- 11.12 The Commission reserves the right to dismantle any gateway(s), user terminal or similar nodes and associated equipment with prior notice.
- 11.13 The Government /Commission reserves the right to make any change in the charges or levies from time to time and the Licensee shall abide by the decision.
- 11.14 The Licensee shall not import/purchase any Telecommunication/Radio apparatus for its network without taking prior permission from the Commission.
- 11.15 The Licensee shall take prior permission from the Commission before installing gateway near the international border as per instructions from the Commission.
- 11.16 The Radio apparatus and Spurious Emission shall have to conform to ITU recommendation.
- 11.17 The Commission may cancel the assignment of the frequency, wholly or partly, for the reasons of National Security or National Interest or any other reasons whatsoever as the Commission deems fit and proper.
- 11.18 Out of the assigned frequency band transmission is strictly restricted to avoid interference and the Licensee shall ensure it.
- 11.19 The Commission may inspect the telecommunication installation of the Licensee without prior notice and the Licensee shall extend full co-operation and shall not cause any hindrance thereto.
- 11.20 The Licensee shall coordinate and agree with other Licensees on the technical measures to be taken to minimize mutual interference between them.
- 11.21 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.
- 11.22 Cancellation of License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act, 2001 or any other law for the time being in force or the License. Cancellation shall not relieve the Licensee from any obligations accrued and due under law or this License.

11.23 The Licensee shall comply with all terms and conditions of this License, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001 and any applicable subsidiary legislation, Government Policies, Guidelines, Directives, Instructions, Orders, Circulars, Decisions etc. issued by the Commission from time to time.

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

11.25 The Commission may cancel the License and the Licensee shall be liable for action as per the Bangladesh Telecommunication Regulation Act, 2001 (as amended) on the following grounds including but not limited to –

- (j) that any information furnished in the Application form for obtaining the License is found incorrect/false which is mala fide,
- (k) that the Licensee has obtained License hiding the information as mentioned in the guidelines and the Act and the reason for not providing the information is not acceptable,
- (l) that the assigned frequency shall be cancelled, if it is not used within 01 (One) year from the date of assignment,
- (m) that required fees and charges are not paid by the Licensee as per the terms and conditions of the Radio Communications Apparatus License for NGSO Satellite Services,
- (n) that the Licensee has disclosed or is involved with any discloser of any information to anybody/performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony,
- (o) that National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the Licensee,
- (p) that the Licensee violates or purports to violate any terms and/or conditions under this License / Regulations/Directives/ Instructions/ Orders/ Circulars/ Decisions etc.
- (q) that the Licensee violates any conditions of the “Non-Geostationary Orbit (NGSO) Satellite Services Operator License”.
- (r) the Commission may at any time, to terminate the assignment to the Licensee if the Commission determines that the Licensee is not complying with the requirements applicable to such spectrum and which are set forth in the provisions of the Radio Communications Apparatus License for “Non-Geostationary Orbit (NGSO) Satellite Services Operator License”.

11.26 This License shall be integral part of the “Regulatory and Licensing Guidelines for Non-Geostationary Orbit (NGSO) Satellite Services Operator” and vice-versa.

11.27 The terms and conditions of the “Regulatory and Licensing Guidelines for Non-Geostationary Orbit (NGSO) Satellite Services Operator” and the “Non-Geostationary Orbit (NGSO) Satellite Services Operator License” will be binding to the Licensee where necessary.

11.28 This License is issued with the approval of the appropriate authority.



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

Director
Spectrum Division
BTRC

A handwritten signature in black ink, appearing to read "John Doe".

SCHEDULE-1

INTERPRETATIONS, DEFINITIONS AND ABBREVIATIONS

Unless the context otherwise requires, the different terms and expression used in the License shall have the following meaning assigned to them.

1. **“Act”** means the Bangladesh Telecommunication Regulation Act, 2001 (Act No. XVIII of 2001). This Act is also referred to as BTRC Act, 2001.
2. **“Application form”** means a form prescribed for applying for Non-Geostationary Orbit (NGSO) Satellite Services Operator License as annexed in Appendix-4 of these guidelines.
3. **“Applicable System”** means all the necessary engineering systems and equipment to provide NGSO satellite services in Bangladesh as per technical, operational and qualitative requirements.
4. **“Commission”** means the Bangladesh Telecommunication Regulatory Commission (BTRC) established under the Bangladesh Telecommunication Regulation Act, 2001.
5. **“Call Detail Record (CDR)”** is generated by all types of switch and HUB in the form of binary or any other form of file that includes all types of records of outgoing and incoming calls such as caller and called party number, origin and destination of calls, call duration, calling time, location, etc.
6. **“Deep Packet Inspection (DPI)”** is 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.
7. **“Gateway system”** means a system that comprises of ground-based infrastructure, known as gateway earth stations, that serve as hubs connecting the satellite network to terrestrial infrastructure like the internet gateways. These gateways facilitate communication between user terminals and the broader network by transmitting data to and from satellites in the constellation.
8. **“Government”** means the Government of the People’s Republic of Bangladesh represented by Ministry of Posts, Telecommunications and Information Technology.
9. **“Grey International Telephony Services”** means involvement at any level in origination, termination, routing, modification, alteration of telecom traffic by licensed or unlicensed operator with the intent to avoid the associated fees, taxes levied by the Regulator or GoB from time to time and/or to conceal or misreport the traffic and the associated information from the regulator for the gain of any other motives.
10. **“International Internet Gateway (IIGs)”** are switching systems through which International Internet traffic is sent and received. IIG allows physical monitoring of the internet/traffic flow.
11. **“Internet Protocol Detail Record (IPDR)”** means a software-based technology designed to collect comprehensive and structured network traffic statistics records from devices like CMTS (Cable Modem Termination System), OLT (Optical Line Terminal), or OLT EMS (Element Management System), etc.
12. **“ITU”** means International Telecommunication Union.
13. **“Infrastructure”** means all NGSO satellite network related equipment (Hardware and Software) including gateway(s) and user terminal equipment.

14. **“Licensee/operator”** means NGSO Satellite Services Operator.

15. **“License”** means an authorization issued by the Commission under Section 36 of the Act, and Regulations issued by the Commission for establishing, owning, maintaining and operating NGSO satellite system/ network in Bangladesh.

16. **“LI”** means Lawful Interception.

17. **“NGSO Satellite Services”** means the NGSO satellite services authorized through these Guidelines.

18. **“Quality of Service (QoS)”** means the totality of characteristics of a NGSO satellite service that bear on its ability to satisfy stated and implied needs of the user of the service.

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

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

21. **“Rules”** means all or any rules issued from time to time by the Government under the Act.

22. **“Subscriber”** means any person or legal entity that avails the service from the Licensee/operator.

23. **“Systems”** means NGSO satellite systems, for which the Licensee/ operator is granted a License to establish, operate and maintain such system.

24. **“SMP”** means significant market power as defined by the Commission.

25. **“Telecommunication”** means transmission and reception of any speech, sound, sign, signal, writing, visual image and any other intellectual expression by the way of using electricity or electro-magnetic or electro chemical or electro-mechanical energy through cable, radio, optical fibre or other electro- magnetic or electro chemical or electro-mechanical or satellite communication system.

26. **“Telecommunication Service”** means telecommunications services defined under section 2(15) of Bangladesh Telecommunication Regulation Act, 2001.

27. **“Telecommunication System”** means Telecommunications System defined under section 2(13) of Bangladesh Telecommunication Regulation Act, 2001.

28. **“Tariff”** means rates, charges payable by a subscriber/party for service provided and related conditions at which telecommunication services may be provided including rates and related conditions at which messages shall be transmitted, deposits, installation fees, rentals, free calls, usages charges and any other related fees or service charge.

29. **“Terminal/ User Equipment”** means equipment which is directly or indirectly connected to any Network Termination Point and which is used directly by users in order to access Telecommunications Services.

30. **“SOF”** means Social Obligation Fund as defined in the Act. any Rules/Regulations and Guidelines issued by the Government/ the Commission from time to time.

31. **“Multi Router Traffic Graph (MRTG)”** means 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.

32. **“Gross Revenue”** of a period for the purpose of revenue-share calculation means the total income arising out of ordinary course of the Operator’s operations minus other operators’ charges as well as charges (revenue shares) payable to third-party, i.e. VAS/CP operators in that period. For third-party VAS/CP revenue, the allowed deductions are charges (revenue shares) payable to third-party VAS/CP operators.

33. Abbreviations:

31.1	BDT	- Bangladeshi Taka
31.2	BTRC	- Bangladesh Telecommunication Regulatory Commission
31.3	CDR	- Call Detail Record
31.4	CIRT	- Cyber Incident Response Team
31.5	CSR	- Corporate Social Responsibilities
31.6	CEO	- Chief Executive Officer
31.7	Commission	- Bangladesh Telecommunication Regulatory Commission
31.8	FDI	- Foreign Direct Investment
31.9	GOB	- Government of Bangladesh
31.10	GSO	- Geostationary Orbit
31.11	GHz	- Gigahertz
31.12	IP	- Internet Protocol.
31.13	IPO	- Initial Public Offer.
31.14	ISO	- International Organization for Standardization
31.15	IX	- Internet Exchange.
31.16	ITU	- International Telecommunication Union
31.17	IPR	- Intellectual Property Rights
31.18	KHz	- Kilohertz
31.19	LEA	- Law Enforcing Agencies
31.20	LI	- Lawful Interception.
31.21	MHz	- Megahertz
31.22	MD	- Managing Director
31.23	NGSO	- Non-geostationary Orbit
31.24	NMC	- National Monitoring Centre
31.25	QoS	- Quality of Service.
31.26	SLA	- Service Level Agreement
31.27	SMP	- Significant Market Power
31.28	VAT	- Value Added Tax
31.29	VoIP	- Voice over Internet Protocol
31.30	VSAT	- Very Small Aperture Terminal

