

THE UNITED REPUBLIC OF TANZANIA
TANZANIA COMMUNICATIONS REGULATORY AUTHORITY



LICENCE GRANTED UNDER

**THE ELECTRONIC AND POSTAL COMMUNICATIONS ACT, CHAPTER 306 OF
THE LAWS OF TANZANIA AND THE TANZANIA COMMUNICATIONS
REGULATORY
AUTHORITY ACT, CHAPTER 172 OF THE LAWS OF TANZANIA**

BY THE TANZANIA COMMUNICATIONS REGULATORY AUTHORITY

TO

**THE PROVISION OF NETWORK FACILITIES
IN THE UNITED REPUBLIC OF TANZANIA**

DATE:

LICENCE GRANTED BY THE TANZANIA COMMUNICATIONS REGULATORY AUTHORITY TO ----- FOR THE PROVISION OF NETWORK FACILITIES IN THE UNITED REPUBLIC OF TANZANIA

1.0 DEFINITION

In this Licence, unless stated otherwise or the context otherwise requires:-

- 1.1 **“Acts”** means the Electronic and Postal Communications Act Chapter 306 of the Laws of Tanzania and the Tanzania Communications Regulatory Authority Act, Chapter 172 of the Laws of Tanzania.
- 1.2 **“Authority”** means the Tanzania Communications Regulatory Authority;
- 1.3 **“Initial Licence Fees”** means the once off fee paid to the Authority for the grant of the Licence;
- 1.4 **“Licence”** means authority to construct, provide, own and make available National Network Facilities;
- 1.5 **“Licensee”** means -----;
- 1.6 **“Network Facilities”** means any element, or combination of physical infrastructure used principally for, or in connection with, the provision of Content Services and other application services, **but does not include customer premise equipment**;
- 1.7 **“Royalty”** means an annual charge paid to the Authority for providing licensed services;

2.0 SCOPE OF THE LICENCE

- 2.1 In accordance with Section 11 of the Electronic and Postal Communications Act, Chapter 306 of the Laws of Tanzania and Section 6 of the Tanzania Communications Regulatory Authority Act, Chapter 172 of the Laws of Tanzania, the Authority hereby grants Licence to ----- to construct, install, maintain, operate, manage and make available Network Facilities to other licensed electronic communication providers in the United Republic of Tanzania;

- 2.2 The Licensee is authorized to operate in the United Republic of Tanzania and provide Network Facilities as contained in **Appendix I**;
- 2.3 The Licensee shall be required to submit annually to the Authority of updated roll-out plans on the provision of Network Facilities and that, such updated roll-out shall be subject to inspection and approval by the Authority.

3.0 FREQUENCY ASSIGNMENT

The Licensee's frequency assignments shall be as contained in the Frequency User Licence granted by the Authority and shall comply with the conditions of this frequency assignment as specified and in accordance with the Regulations and Rules issued under the Acts.

4.0 DURATION AND RENEWAL OF THE LICENCE

- 4.1 This Licence is granted to the Licensee on ("the Effective Date") for a period of 25 years ("the Licence period");
- 4.2 One year prior to the expiry of the Licence period, the Licensee shall apply to the Authority for renewal of this Licence;
- 4.3 The Authority shall renew the Licence in accordance with the Electronic and Postal Communications Act No. 3 of 2010 and the Tanzania Communications Regulatory Authority Act No. 12 of 2003 on substantially the same terms and conditions as those applicable to the Licensee during the preceding Licence period provided that the Licensee has not been in material breach of the Licence conditions;
- 4.4 This Licence shall terminate upon expiry of the Licence period if it is not renewed.

5.0 OWNERSHIP AND CORPORATE OBLIGATION

- 5.1 The Licensee's shareholding structure is as contained in **Appendix II**.
- 5.2 The Licensee shall comply with the following conditions on ownership:-

5.2.1 to notify the Authority in writing of any changes to its ownership and control structure;

5.2.2 to notify the Authority of any joint venture in respect of a licensed service into which it enters with any:

(a) person; or

(b) entity, holding a Licence issued by the Authority.

6.0 LICENCE FEES

6.1 The Licensee shall in respect of the National Network Facilities Licence be required to pay the following fees:-

6.1.1 Application fee of _____

6.1.2 Initial licence fee of _____

6.1.3 0.8% of the Gross Annual Turnover as Royalty.

6.2 In calculating the **Royalty**, the Gross Annual Turnover shall comprise of the income received from the licensed services during the operating year and shall exclude VAT, and other payments as shall be directed by the Authority;

6.3 The above royalty fee shall be paid quarterly in arrears. Any royalty fee delayed for more than thirty (30) days shall attract an interest at prevailing official bank lending rate.

7.0 AUDITED ACCOUNTS

The Licensee shall be required to prepare and submit to the Authority audited accounts on an annual basis within ninety (90) days immediately after the end of the financial year of the Licensee.

8.0 REQUIREMENT TO PROVIDE INFORMATION

8.1 The Licensee shall be required to maintain financial records in accordance with good accounting practices and shall make the books and records of accounts available for inspection by the Authority.

- 8.2 The Licensee shall be required to submit to the Authority on an annual basis within ninety (90) days immediately after the end of the financial year of the Licensee the following information: -
- 8.2.1 annual reports;
 - 8.2.2 audited financial statements;
 - 8.2.3 geographical and population coverage.

9.0 PROVISION OF NETWORK FACILITIES

- 9.1 The Licensee shall provide National Network Facilities in accordance with the applicable recommendations of the International Telecommunication Union, other international standardization bodies and any relevant regulations;
- 9.2 The Licensee shall construct, install, maintain, operate, manage and make available Network Facilities to other licensed electronic communication providers in the United Republic of Tanzania within a period of six (6) months from the effective date of this Licence;
- 9.3 In respect of clause 9.2, the Licensee shall not be required to operate and provide Network Facilities where in the Authority's view it is not reasonable to require the Licensee to provide the facilities.

10.0 QUALITY OF SERVICES

To the extent practicable, the Licensee shall provide Network Facilities on 24 hours per day, seven (7) days per week basis, without interruption except as necessary to perform routine maintenance during periods likely to result in the minimum disruption to service, in accordance with applicable international technological and operating standards.

11.0 MODIFICATION OF THIS LICENCE

- 11.1 Modification of the terms and conditions of this Licence together with its Appendices may only be made by agreement between the Licensee and the Authority;

11.2 Each party shall give due consideration to the request for an amendment by the other party.

12.0 COMPLIANCE WITH THE LAW

The Licensee shall comply with the provisions of the Acts and other laws of the United Republic of Tanzania.

13.0 COMPLIANCE WITH REGULATORY REQUIREMENTS

The Licensee shall comply with all conditions stipulated in this licence and other regulatory requirements provided under Regulations and Rules issued under the Acts.

14.0 INDEMNITY

The Licensee shall indemnify the Authority against any claims or proceedings arising from any breach or failings on the part of the Licensee in relation to this licence.

15.0 SAFETY MEASURES

The Licensee shall in respect of services operated, maintained or offered under this Licence take proper and adequate safety measures to safeguard life or property, including exposure to any electrical emissions or radiations emanating from equipment or installation from such operations.

16.0 UNIVERSAL SERVICE OBLIGATION

The Licensee shall comply with the Universal Service/access obligations as may be provided for under the laws of the United Republic of Tanzania.

17.0 HUMAN RESOURCE DEVELOPMENT

17.1 The Licensee shall submit to the Authority the Human Resource Development Plan outlining strategies towards empowerment of its local staff.

17.2 The Licensee shall annually furnish the Authority the report of implementation of the Human Resource Development Plan.

17.3 The Licensee shall facilitate participation of its technical staff in training within or outside the United Republic of Tanzania.

ISSUED AT DAR ES SALAAM ON THIS DAY OF

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PROF. JOHN S. NKOMA
DIRECTOR GENERAL
TANZANIA COMMUNICATIONS REGULATORY AUTHORITY

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IN THE PRESENCE OF THE SECRETARY TO THE BOARD

APPENDIX I: ----- ROLL OUT PLAN

FACILITY	STATUS	CAPACITY	PLAN/TIMEFRAME	AREA

APPENDIX II: ----- SHAREHOLDING STRUCTURE

S/NO	NAME	NATIONALITY	PERCENTAGE (%)
1.			
2.			
3.			