



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB Bhaban, Ramna, Dhaka-1000

No.14.32.0000.007.55.101.15.613

Date: 15/12/2020


REGULATORY AND LICENSING GUIDELINES

FOR

INTERNET SERVICE PROVIDER (ISP)

IN

BANGLADESH



15.12.2020

Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

TABLE OF CONTENTS

| | | |
|----|--|-------|
| 1. | Regulatory and Licensing Guidelines for ISP Services..... | 3-22 |
| 2. | Appendix-1: Definitions and Interpretations..... | 23-25 |
| 3. | Appendix-2: List of Abbreviations..... | 26 |
| 4. | Appendix-3: Application Form for new License/ Renewal of License..... | 27-31 |
| 5. | Appendix-4: Generic Form of Declaration/Undertaking..... | 32-34 |
| 6. | Appendix-5: Pro-Forma of Bank Guarantee..... | 35-36 |
| 7. | Appendix-6: Generic Form of ISP License..... | 37-47 |



BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

IEB Bhaban, Ramna, Dhaka-1000

REGULATORY AND LICENSING GUIDELINES FOR INTERNET SERVICE PROVIDER (ISP)

1. INTRODUCTION

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

2. INTERPRETATIONS, DEFINITIONS AND ABBREVIATIONS

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

Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

3. OBJECTIVES

- 3.1 These Guidelines have been prepared taking into account the objectives of formulating Guidelines which consider the present service aspects of ISP systems and related services. This will help to make the internet services more customers oriented and pave the way for the operators to come-up with innovative and emerging initiative which will help building Digital Bangladesh.
- 3.2 No person or business entity shall be allowed to build, maintain and operate ISP systems and services without the License.
- 3.3 These Guidelines are intended to provide an overview of the regulatory framework to build, maintain and operate internet/data services in Bangladesh.

4. SCOPE OF THE LICENSE

- 4.1 The Licensee shall provide all types of internet/data services and all types of IP based services to the end users.
- 4.2 The Licensee shall take lease/sub-lease the transmission network from the NTTN operator(s). However, in case of unavailability of NTTN services, the ISP operators, are entitled to provide its service by following the provisions of infrastructure Sharing Guideline. The licensee can use Wi-Fi service/technology to serve its customers following appropriate instruction and permission from the Commission.
- 4.3 The Licensee shall provide the internet/data service to the users by using last mile connectivity whose length shall be limited to approximately 03 (Three) km for metropolitan areas and 06 (Six) km for other locations except metropolitan areas. In case of last mile connectivity the licensee shall follow all instructions, orders, directives of the local authority.
- 4.4 The ISP licensee will be entitled to provide fixed internet/data services and fixed Internet/Data services based Wifi services.
- 4.5 Once this Guideline is published, the provisions of this guideline shall also be applicable to existing ISP licensee.

5. TYPES OF ISP LICENSES

Internet Service Provider (ISP) License shall be categorized as Nationwide, Divisional, District, Upazila/Thana. The definition of category of ISPs are as follows:

- 5.1 **Nationwide ISP License:** The Licensee shall provide ISP services anywhere in Bangladesh.
- 5.2 **Divisional ISP License:** Divisional ISP license shall be issued for providing ISP services to administrative area of a particular division. Licensee will be authorised to provide ISP services in the administrative area of that division. One entity shall be issued with only one Divisional ISP license.
- 5.3 **District ISP License:** District ISP license shall be issued for providing ISP services to administrative area of a particular district. Licensee will be authorised to provide

ISP services in the administrative area of that district. One entity shall be issued with only one District ISP license.

- 5.4 **Upazila/Thana ISP License:** Upazila/Thana ISP license shall be issued for providing ISP services to administrative area of a particular Upazila/Thana. Licensee will be authorised to provide ISP services in the administrative area of that Upazila/Thana. One entity shall be issued with only one Upazila/Thana ISP license.

6. CONVERSION

- 6.1 The existing ISP licensee(s) shall convert their existing ISP licenses as follows:
- 6.1.1 Nationwide to Nationwide: The existing Nationwide ISP license(s) shall be converted to the new type of Nationwide ISP license as mentioned in Clause no. 5 of this guideline.
- 6.1.2 Zonal to Divisional: The existing Zonal (Central Zone, South-East Zone, South-West Zone, North-East Zone, North-West Zone) ISP license(s) shall be converted to the new type of Divisional ISP license as mentioned in Clause no. 5 of this guideline. Existing Zonal ISP licensee(s), shall be eligible to receive maximum 03 (Three) separate Divisional ISP Licenses as per their existing geographical area.
- 6.1.3 Category A/B/C to Upazilla/ Thana : The existing Category A/B/C ISP license(s) shall be converted to the new type of Upazila/ Thana ISP license as mentioned in Clause no. 5 of this guidelines. Existing Category A/B/C ISP licensee, shall be eligible to receive maximum 03 (Three) separate Upazila/Thana Licenses as per their existing geographical area.
- 6.2 All the existing ISP licensee(s) shall apply to the Commission for conversion for their respective existing ISP licenses within 01(one) year from the date of issuance of this guidelines. The Commission shall issue new ISP licenses as per the types of licenses mentioned in the Clause No 5 of this guidelines with the prior approval of the Government.
- 6.3 Clause no.16.5 of this guideline shall be applicable regarding fees and charges for conversion of all existing ISP license(s) .

7. ELIGIBILITY

- 7.1 Proprietorship, partnership and companies registered under 'Joint Stock of Companies and Firms' under the Companies Act 1994 are eligible to apply for the License to build, maintain and operate Internet Service Provider (ISP) systems and services in Bangladesh.
- 7.2 Foreign Direct Investment shall be applicable only for Nationwide ISP licensee(s). In case of foreign investment, the entity shall follow the Foreign Direct Investment (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 licensee.

- 7.3 Entities (except Government entities) having NTTN/IIG/IGW/ICX/Submarine cable/ITC license(s) shall not be eligible to apply for ISP License.
- 7.4 The mobile Operators having license from the Commission and/or any of its existing shareholders (foreign/Bangladeshi) and/or any other company whose shareholders hold shares of any cellular mobile phone operator company holding license from the Commission and/or any other person who is partner/director/shareholder of licensed mobile operators shall not be eligible to apply for this license.
- 7.5 Existing ISPs (except Government entities) having NTTN/IIG/IGW/ICX/Submarine cable/ITC license from the Commission shall have to surrender either NTTN/IIG/IGW/ICX/Submarine cable/ITC license or ISP License within 01 (one) year from the date of issuance of this Guideline.
- 7.6 Satellite Broadcasting channel service provider(s) / Cable Operators (Broadcasting) shall not be eligible to apply for ISP License. Existing ISP Licensees those who are providing Satellite Broadcasting channel service / Cable Operators (Broadcasting) services shall have to surrender its ISP License within 30 (thirty) days from the date of issuance of this Guidelines. If such Licensee(s) continues its ISP operation after the stipulated time mentioned above, its ISP operation shall be treated as illegal activity and legal actions shall be taken against those ISP(s) as per the Law.

8. GENERAL REQUIREMENTS

- 8.1 An Applicant shall have to obtain ISP License to provide internet and data services subject to fulfilment of all conditions mentioned in these guidelines. The Licensee shall build, maintain and operate the ISP systems and services as provided in these guidelines.
- 8.2 The followings are the principal legal statutes governing the telecommunication industry in Bangladesh:
- 8.2.1 The Bangladesh Telecommunication Regulation Act, 2001;
- 8.2.2 The Wireless Telegraphy Act, 1933 (Act No. XVII of 1933) and the Telegraph Act, 1885 (Act No. XIII of 1885), for matters that are not covered by the Bangladesh Telecommunication Regulation Act, 2001.
- 8.2.3 Any Regulation/Directives/Instructions/orders made or to be made by the Commission.
- 8.3 The Applicant shall be disqualified from obtaining a License if any provision listed in sub clauses (i) to (viii) below applies to its owner(s) or to any of its director(s) or partner(s) or to the Applicant(s) himself-
- (i) he is an insane person;
- (ii) he has been sentenced by a court under any law, other than this Act, to imprisonment for a term of 2 (two) years or more, and a period of 5 (five) years has not elapsed since his release from such imprisonment;
- (iii) he has been sentenced by a court for committing of any offence under the Act and a period of 5 (five) years has not elapsed since his release from such imprisonment;

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

8.4 The applicants shall have to submit a Declaration/Undertaking on non-judicial stamp sworn before the notary public of Bangladesh as per format appended in APPENDIX-4 of this guideline.

9. AVAILABILITY OF THE LICENSING GUIDELINE

The prescribed application form along with general terms and conditions are included in the "Guidelines" which are available at www.btrc.gov.bd.

10. NUMBER OF LICENSES

Considering the market need, smooth operation of Internet Services and the evaluation report of submitted offers/proposals-the Government/Commission may decide the number of ISP License(s) from time to time. The Commission reserves the right to control the issuance of any kind of ISP license on temporary basis for maintaining and encouraging competitive environment for the internet service providers to ensure better internet services.

11. REQUIREMENTS FOR APPLICATIONS

- 11.1 The applicant shall submit application for Internet Service Provider (ISP) License to the Commission in the prescribed form duly filled in, signed and sealed, together with all other necessary documents and information. The application form with necessary information is given in APPENDIX-3. The Commission reserves the right to modify the application form as well as list of required documents to be submitted to the Commission as and when required.
- 11.2 The papers/documents are to be submitted by the applicant shall be as per Clause No. 11 of this guidelines. Necessary forms are available in the Commission's website which can be downloaded and shall be considered valid for submission of application.
- 11.3 Required Documents for Application of License is mentioned in APPENDIX-3.


Md. Raiful Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

12. SUBMISSION OF APPLICATION

- 12.1 The applicant shall submit application for ISP License to the Commission in the prescribed Form duly filled-in, signed and sealed, together/along with all other necessary attested documents and information.
- 12.2 The application shall be made only by the applicant's authorized personnel. The Commission reserves the right and authority to reject the application if it is found that the information or documents provided for in the application is untrue, inaccurate or incomplete. Each page of the application including offer documents has to be authenticated / signed by the authorized personnel.
- 12.3 The applicant shall submit 02 (two) copies of its application with all relevant documents of which 01 (one) shall be original.

13. LICENSE AWARDING PROCESS

- 13.1 'Open Licensing' procedures shall be followed for awarding the ISP License(s).
- 13.2 The evaluation of Application shall be done on the basis of the documents/information submitted by the applicant(s).
- 13.3 After completion of evaluation of the application documents, the Commission will select the applicant to issue ISP license subject to the approval of the Government.
- 13.4 The Commission will notify the approved applicant regarding the approval of its application for a new ISP License. If the applicant fails to deposit the License Acquisition fee to the Commission within the stipulated time, the Commission may cancel the approval of awarding License.

13.5 Disqualification of the Applicants during Evaluation Process-

The Commission may disqualify any applicant for any of the reasons set out below:

- (a) If a successful applicant abandons the offer or fails to pay the License Acquisition fee within 30 (thirty) days after the date of notification of awarding license.
- (b) If wilful misrepresentation of any facts in any part of the application is detected.
- (c) If the applicant attempts to make illegal conduct in the Evaluation procedure or improper attempts to influence the outcome, or delay or disrupt the process.
- (d) If the applicant tries to adopt any "corrupt practice" meaning the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in relation to licensing process provided in the guidelines.
- (e) If the applicant tries to avail any "fraudulent practice" or misrepresentation of the facts in order to influence the results of the licensing process established by the Guideline.
- (f) If the applicant is disqualified for any of the reasons set forth in this guideline.

- (g) If the applicant fails to submit the supporting document as per the provisions of section 36 of Bangladesh Telecommunication Regulation Act, 2001 and also fails to submit the form with necessary documents.
- (h) The Government/Commission reserves the right and authority either to accept or reject any application at any time without assigning any reason whatsoever.

14. DURATION OF THE LICENSE

The duration of the Licenses, shall initially be for a term of 05 (five) years unless and until cancelled by the Commission earlier.

15. RENEWAL OF THE LICENSE

- 15.1 The Licensee(s) shall apply before 180 (One hundred and eighty) days of the expiration of duration of its License for renewal or else the License shall stand cancelled after the expiry date of the License as per law. If the Licensee continues its business thereafter without valid License, penal action shall be followed.
- 15.2 Upon expiry of the initial term mentioned in Clause No. 14, the ISP License(s) may be renewed for subsequent terms, each of 05 (five) years in duration from the Commission with the prior approval of the Government, payment of necessary fees and charges, and to such terms and conditions, as may be specified herein and/or by the Government/Commission under the Act in the time of each renewal. The application form with necessary information is given in APPENDIX-3.

16. FEES AND CHARGES

The Applicant/Licensee shall be required to pay necessary fees and charges to the Commission. The Fees and Charges are non-refundable. The following table summarizes the fee structure. The following fees and charges are excluding of fees/charges/taxes imposed by any other competent authority of the Government. The following Fees and Charges shall be applicable for one ISP license as per the type of licenses mentioned below:

| For Nationwide ISP License | | |
|----------------------------|--|-----------------|
| Types of Charges | | Fees/Charges |
| a | Evaluation charge for each application | Taka 25,000/- |
| b | License Acquisition Fee | Taka 5,00,000/- |
| c | Annual Fee | Taka 2,50,000/- |
| d | License Renewal Fee | Taka 5,00,000/- |
| e | Bank Guarantee or Pay Order | Taka 5,00,000/- |
| For Divisional ISP License | | |
| Types of Charges | | Fees/Charges |
| a | Evaluation charge for each application | Taka 10,000/- |
| b | License Acquisition Fee | Taka 2,00,000/- |
| c | Annual Fee | Taka 1,00,000/- |
| d | License Renewal Fee | Taka 2,00,000/- |
| e | Bank Guarantee or Pay order | Taka 2,00,000/- |

| For District ISP License | | |
|---------------------------------|--|-----------------|
| Types of Charges | | Fees/Charges |
| a | Evaluation charge for each application | Taka 10,000/- |
| b | License Acquisition Fee | Taka 1,00,000/- |
| c | Annual Fee | Taka 50,000/- |
| d | License Renewal Fee | Taka 1,00,000/- |
| e | Bank Guarantee or Pay order | Taka 1,00,000/- |
| For Upazilla/ Thana ISP License | | |
| Types of Charges | | Fees/Charges |
| a | Evaluation charge for each application | Taka 5,000/- |
| b | License Acquisition Fee | Taka 25,000/- |
| c | Annual Fee | Taka 10,000/- |
| d | License Renewal Fee | Taka 25,000/- |
| e | Bank Guarantee or Pay Order | Taka 25,000/- |

- 16.1 **License Acquisition Fee:** The approved applicant shall pay License Acquisition Fee within 10 (ten) days of being notified by the Commission of its approval of the application.
- 16.2 **Annual Fee:** Annual Fee shall be payable by the Licensee in advance from the 1st anniversary of the issuance of the license and which shall be applicable for the subsequent years till the license validity date.
- 16.3 **License Renewal Fee:** The approved licensee shall pay License Renewal Fee within 10 (ten) days of being notified by the Commission of its approval of the application for renewal of its ISP License.
- 16.4 **Delay in Payment of Fees:** The fees and charges as described this guideline shall have to be paid in due time. The due amount may be paid within 60 (sixty) days after the stipulated date by paying a late fee (additional) at the rate of 15% (fifteen percent) per annum as fine to the Commission. If the amount along with late fee is not paid within the 60 (sixty) days as stipulated, such failure may result in stand cancellation of the License.
- 16.5 Existing Licensee(s) will be allowed to convert their respective license without Evaluation Charges and License Acquisition Fee up to their License period. However, after conversion of the existing license, the respective licensee(s) shall continue to pay the Annual Fee to the Commission as per this Guideline and after the said license period, the License(s) shall be renewed by the Commission subject to the fulfilment of the condition mentioned in Clause No. 15 and payment of all the Fees and Charges as per this Guideline.

17. BANK GUARANTEE

- 17.1 The licensee shall submit a Bank Guarantee as mentioned in Clause No. 16 in favour of Bangladesh Telecommunication Regulatory Commission (BTRC) within 30 (thirty) days from the date of issuance of the license in a prescribed form (APPENDIX-5) issued by a scheduled Bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. 127 of 1972)]. This Guarantee is irrevocable and shall remain in force for the total tenure of the ISP License.


Md. Raisul Islam
 Deputy Director
 Legal & Licensing Division
 Bangladesh Telecommunication
 Regulatory Commission

- 17.2 This Bank Guarantee will serve as security deposit for dues annually payable under the terms and conditions of the License. In case of failure to make payment within the stipulated time, the equivalent amount of annual fee will be encashed from the Guarantee for each year or fraction thereof. The Commission may encash the Guarantee to any extent to realize the outstanding dues/*finer*s as well. When the full Guarantee will be encashed by the Commission for non-payment of outstanding dues, the Commission will take necessary action to cancel the License.
- 17.3 This Bank Guarantee shall be in force initially for 03 (three) years from the date thereof. On the very next date of completion of the initial term, the Licensee shall submit Bank Guarantee for the subsequent 03 (three) years and in this way shall continue submitting Bank Guarantees for each of the remaining and subsequent term of the ISP License.
- 17.4 ISP Licensees may deposit Annual Fee for the entire period of its license validity to the Commission in advance. In that case the Licensee shall be exempted from submitting the aforementioned Bank Guarantee.

18. COMMENCEMENT OF OPERATION

The Licensee shall commence operation within 06 (six) months from the date of issuance of the License. Time extension may be considered by the Commission upon receiving of application regarding time extension from Licensee stating reasons thereof, otherwise License may be cancelled.

19. SYSTEMS

All the ISP Licensee(s) shall be connected to the International Internet Gateway (IIG). The Licensee shall take lease the transmission network from the NTTN operator(s). The Licensee can use Wi-Fi service/technology to serve its customers following appropriate instruction of the Commission with prior approval from the Commission. The Licensee shall be connected to National Internet Exchange (NIX) for domestic inter-operator data traffic.

20. SERVICES

- 20.1 The ISP Licensees are allowed to provide all types of internet/data and IP based services. These include, but not limited to, the following services:
- i) Internet Connectivity,
 - ii) Electronic mail,
 - iii) News Group,
 - iv) Internet relay chat,
 - v) File Transfer Protocol (FTP) based services,
 - vi) Any innovative bundled service which are IP based,
 - vii) Instant Messaging
- 20.2 The ISP Licensees are allowed to provide the following services subject to the prior approval of the Commission:

- i) any other Over The Top (OTT) services
- ii) Video Conference

- 20.3 The ISP Licensee(s) shall have to obtain prior approval issued by Commission regarding Over the Top (OTT) and Internet of Things (IoT) services from time to time until new Regulation/Instructions/Directives/Orders regarding the said services are issued by the Commission. The ISP licensee may provide new internet related services with prior permission from the Commission time to time.
- 20.4 The ISP Licensee(s) shall have to follow the Instructions/Directives/Orders issued by Commission regarding Triple Play (Data, Voice & Video) service from time to time.
- 20.5 The ISP licensees are allowed to provide IPTV services subject to the fulfilment of the conditions of Ministry of Information.

21. TARIFF

- 21.1 The Commission shall have the right to determine the tariff as and when necessary.
- 21.2 The Licensee shall follow the Directives regarding tariff issued from the Commission.
- 21.3 The Commission may encourage innovative tariff module (slab-based/bundled tariff/ any modern approach) for capacity-based connectivity.
- 21.4 Before providing any new Service, the Licensee shall submit to the Commission in writing for necessary approval:
- (i) a written tariff chart/schedule containing the maximum and minimum charges that it proposes to charge for the Service, and its justification for the charges, and
 - (ii) the description of the Service, the terms and conditions and all other relevant information that it proposes to publish to its customers. The information to be published must be in a form which is readily available, current and easy to understand.
- 21.5 The Licensee shall not start providing any Service before obtaining the written approval of the Commission for its tariff and shall comply with any conditions imposed by the Commission.
- 21.6 The Licensee shall obtain the written approval of the Commission before making any changes to the approved tariff charges.

22. NETWORK AND CONNECTIVITY

- 22.1 The Nationwide, Divisional, District and Upazila/Thana ISP Licensee (s) shall be connected to the licensed International Internet Gateway (IIG) for taking lease of internet bandwidth.
- 22.2 The Licensee shall be connected to National Internet Exchange (NIX) for domestic inter-operator data traffic.

- 22.3 To get the connectivity to the NIX for providing domestic internet/data service, the Licensee shall have to follow Infrastructure Sharing Guidelines. The Licensee shall have to arrange the connectivity with NIX.
- 22.4 Any entities having ISP License from the Commission shall not use any kind of VSAT for internet and data communication services without obtaining VSAT License issued from the Commission.
- 22.5 The use of NIX interconnection among the ISP Licensees shall be limited to domestic internet and data only. The Licensee shall submit the interconnection agreement with NIX operator for intimation of the Commission.
- 22.6 On the light of the National Frequency Allocation Plan (NFAP), the Commission may revise and re-farm the present frequency allocation for ISP operators and all the ISP Licensee shall comply with the directives issued by the Commission from time to time.
- 22.7 The Licensee shall ensure the Quality of Service (QoS) as per Regulations/ Directives/ Instructions/ Orders/ Guidelines to be issued by the Commission from time to time. License may be cancelled by BTRC if QoS is not maintained as per the Regulations/ Directives/ Instructions/ Orders and Guidelines.
- 22.8 The Licensee shall keep its system and access network compatible with NGN/IPv6 standards. It shall follow the Guidelines/ Directives/ Decisions/ Instructions/ Orders/ for migration to IPv6 issued by the Commission as and when available.
- 22.9 The Licensee shall keep enough provision against cyber threats/attacks in its systems and network and shall take applicable measures to protect its customer from possible cyber threats. They shall also have a Child Protection System and shall abide by Cyber Security Guidelines/ Directives/Instructions issued by the Government/Commission.

23. ROLLOUT OBLIGATION

The ISP Licensee shall have to follow the following Rollout obligations:

(a) For All ISP Licensees:

| | | |
|----|------------------------------|--|
| 1. | For the 1 st Year | Minimum 25% coverage of all the licensed area . |
| 2. | For the 2 nd Year | Minimum 50% coverage of all the licensed area . |
| 3. | For the 3 rd Year | Minimum 75% coverage of all the licensed area . |
| 4. | For the 4 th Year | Minimum 100% coverage of all the licensed area . |

- (b) The licensee shall carry on providing the service with standard and qualities to the subscribers and cover the service areas according to the roll-out plan within time frame. At least 10% of the total subscriber must be connected for internet/data services from the Local and sparsely populated areas.
- (c) The license will be rendered as cancelled if the licensee cannot commence operation within 01 (one) year from the date of the issuance of the license.
- (d) the Commission reserves the right to cancel ISP license if the licensee fails to fulfil the above-mentioned rollout obligations.

24. SHARING OF FACILITIES

- 24.1 The modalities for sharing infrastructure shall be as per Infrastructure Sharing Guidelines as approved by the Commission.
- 24.2 The Licensee(s) shall follow the conditions of the Act, any Regulations/Byelaws/Directives/Instructions/Permit/Guidelines/Orders/Circulars/Decisions etc. in case of infrastructure and facility sharing and such conditions as may be imposed by the Commission from time to time.

25. INFORMATION, INSPECTION, REPORTING AND MONITORING

- 25.1 The Licensee shall furnish necessary information and other related matters as may be sought by the Commission from time to time.
- 25.2 The Commission or any person authorized by the Commission shall have unfettered right and authority to obtain the copies of records, documents and other information relating to the Licensees' business, for the purpose of enabling the Commission to perform its functions under the Act and provisions of these Guidelines.
- 25.3 The Commission or its authorized representatives shall have free access to the installations and equipment of the Licensee and shall have the authority to inspect such installations at any time and the Licensee shall always provide all sorts of cooperation and assistance including but not limited to use of suitable office accommodation for the purpose of inspection, tests and monitoring.
- 25.4 The licensee shall maintain its user's history records, system failure records, SNMP traffic data and bandwidth utilization records of individual user as daily log for at least 03 (three) months. All these records shall be made available on request by the Commission or LEA. However, for any particular case, ISP will preserve specific record for 06 (six) months if requested by LEA/Commission.
- 25.5 The Licensee shall furnish all kinds of relevant information, as sought by the Commission in the prescribed format to BTRC on monthly and quarterly basis.
- 25.6 The Licensee shall submit to the Commission 3 (three) copies of the audited financial statement of the company and yearly audited accounts within 03 (three) months of the end of each financial year.
- 25.7 The Licensee shall provide online and offline access to the Commission to monitor their system and services.
- 25.8 The Licensee shall submit annually the information regarding operation, client list, updated trade license, latest income tax clearance certificate etc. to the Commission.


Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

26. SPECTRUM

- 26.1 The Commission may assign spectrum to any ISP(s) or consortium of ISP(s).
- 26.2 The conditions of the assignment/allocation letter shall be binding on the licensee and it shall be integral part of this guidelines.
- 26.3 The Commission reserves the right to assign, cancel, revoke, reframe and withdraw the assigned spectrum.

27. AMENDMENTS

The Commission has the right and authority to change, amend, vary or revoke any of the terms and conditions of these guidelines and also to incorporate new terms and conditions necessary for the interest of national security, or public interest, or any other reason, in consonance with the provisions of the Act and Regulations.

28. DISPUTE RESOLUTION

In the event of any differences or disputes with other telecommunication operators and failure to resolve the differences or disputes among themselves, the Licensee may refer the matter to the Commission for resolution of the same. The Commission may decide as it consider appropriate to resolve the dispute as per the provisions of Bangladesh Telecommunication Regulation Act, 2001.

29. CONSUMER PROTECTION

- 29.1 The Licensee shall publish a Code of Practice regarding customer affairs with prior approval from the Commission. It shall include, but not limited to:
- (a) complaints handling procedure;
 - (b) dispute settlement procedure;
 - (c) guidelines on service termination;
 - (d) the usage policy (which applications are not allowed etc);
- 29.2 The Commission will issue a common Subscriber Registration Form and Conditions to be included in the mentioned Code of Practice and the licensee shall comply accordingly. The Licensee shall submit a self-evaluation report to the Commission on an annual basis (within 1 (one) month of the end of the licensee's accounting period) regarding its compliance with Code of Practice and stating the progress in its implementation.

30. CHANGES IN OWNERSHIP

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

30.2 The Licensee shall neither transfer any share nor issue new shares without prior written permission from the Commission.

30.3 The ISP Licensee having license from the Commission and any of its existing shareholders (foreign/ Bangladesh) and any other company whose shareholders hold shares of any ISP licensee holding license from the Commission and any other person who is partner/ director/ shareholder of licensed ISP in Bangladesh shall not be eligible to apply for this license. In such case, the licensee shall continue its service under any one of the ISP Licenses and accordingly the said licensee shall surrender its other ISP license(s) to the commission subject to the payment of all related dues. However, this shall not be applicable for ISP license Conversion Clause No 6.1.2 and 6.1.3

31. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

31.1 The Licensee shall notify the Commission to obtain any loan for deployment of its network. The License and Radio Equipment shall not be assigned or pledged as security. There shall be no liability of the Commission for obtaining any loan from Bank and other financial institution.

31.2 The License and/or any right accrued there-under shall not be transferred, wholly or partly, without prior permission of the government, and such transfer, if any, shall be void.

32. NATIONAL EMERGENCIES

32.1 The Licensee shall facilitate and cooperate with all relevant government bodies, departments and agencies for the continuity of traffic in the event of National emergencies or where issues of National security arise.

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

32.3 In case of National emergency, the Government may suspend any particular activity of the Licensee, to the extent that it does not materially hamper the business of the Licensee.

33. LAWFUL INTERCEPTION (LI)

The operational system of the Licensee shall be LI compatible and the licensee shall only be connected with LI monitoring systems LEA premises. The Licensee shall ensure LI Compliance through identification, verification, authorization and monitoring the internet usage of its Wi-Fi subscriber. The Licensee shall comply with Rules /Regulations/ Bye-laws/ Directives/ Guidelines/ Instructions/ Orders/ Circulars/ Decisions etc. regarding Lawful Interception (LI) issued from time to time by the Commission or the Government.


Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

34. PARENTAL CONTROL GUIDANCE

Parental Controls for ISP is necessary to the Child Online Protection (COP) initiatives in order to establish the foundations for a safe and secure cyber world not only for today's children but also for future generations.

34.1 The Licensee shall aware the subscribers that the Internet can be harmful/misused by the underaged children. So, the parents shall have to take some preventive measures to control the use of internet of their children by the followings:

- Browser settings
- Search engine settings
- Operating system settings
- set controls directly with Internet Service Provider (ISP) and use security software to make things even safer.

34.2 All Internet Service Providers shall have the ability to provide its subscribers to use parental controls. This service shall be free of cost so that the subscribers can get a resource to take advantage of it, if they require.

34.3 Each ISP licensee shall have the ability to provide the following parental control services:

- Block websites
- Block chat rooms
- Block services like instant messaging
- Filter out images and videos
- View user activity
- Get alerts if someone tried to change the settings
- Managing settings options.
- Set time limits for Internet use etc.

35. PROTECTION OF HEALTH AND ENVIRONMENT

The Licensee shall ensure the use of energy efficient, environmental friendly network equipment (Green Technology) and also ensure proper safety for health-hazard issues of its BTS and other installations. The Licensee shall have the obligation to take precautions against all types of radiation which are harmful to the environment and public health.

36. PERFORMANCE MONITORING BY THE COMMISSION

36.1 The Licensee shall provide web-based access to the Commission to monitor their system.

36.2 The Licensee shall provide necessary Online Monitoring System and connectivity at the Commission premises for monitoring and analysing purpose, if required.


Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

37. SUSPENSION, CANCELLATION AND FINES

- 37.1 The Commission may, in any of the events specified in Section 46 of the Act, suspend or cancel all or any part of the license issued under these Guidelines and/or impose fine as mentioned in Section 46(3) of the Act with the prior permission of the Government.
- 37.2 The Commission may also impose fine under Section 63(3) and Section 64(3) of the Act for any violation of any condition of this License.
- 37.3 If the Licensee violates any of the clauses of this guideline or the license, the Commission may issue a show cause notice to the Licensee. Licensee shall have to submit a reply of the show cause notice to the Commission. If the reply of the show cause notice is found unsatisfactory to the Commission, the Commission shall consider the followings:
- a) The Commission may impose fine to that ISP Licensee; or
 - b) The Commission may take necessary actions to take prior approval of the Government for cancellation of the License; or
 - c) Other lawful actions as per the decision of the Commission.
- 37.4 In the event of such suspension or cancellation or revocation of the License, the Commission may engage any agency or administrator at a rate of fees and on such tenure as may be decided by the Commission to operate and maintain the system and Services in order to continue with and fulfil the obligations of the Licensee towards its subscribers. The Licensee shall not have any claim for any compensation and any right on the revenue for the same.
- 37.5 Cancellation or suspension of the License for any reasons whatsoever shall not prejudice any other legal rights or remedies of the Commission conferred by the Act or any other law for the time being in force or the license. Cancellation shall not relieve the licensee from any obligations accrued and due under any law or this License.
- 37.6 The License may be cancelled by the Commission by following the provisions of Bangladesh Telecommunication Regulation Act, 2001 on the following grounds including but not limited to –
- (i) that any information furnished in the Application form for obtaining the License is found incorrect/false;
 - (ii) that the licensee obtains the license hiding the information as mentioned in the guidelines and the Act;
 - (iii) that required fees and charges are not paid by the licensee as per the terms and conditions of the License;
 - (iv) that the Licensee is involved with illegal call termination and failed to adopt appropriate measures as per direction of the commission in this regard;
 - (v) that the Licensee has failed to follow the directions of the Commission to prevent its subscriber from illegal call origination and termination activities;

- (vi) that the Licensee has transferred any share or issued of new shares without prior written permission of the Commission;
- (vii) that the Licensee has disclosed or is involved with any disclosure of any information to anybody/performing any illegal activities that may hamper National Security, Integrity, Sovereignty, Stability, and Harmony;
- (viii) that National Security, Integrity, Sovereignty, Stability and Harmony is hampered by using the telecommunication infrastructure of the licensee,
- (ix) that the Licensee fails to maintain authenticated registration database of subscribers; or hides any financial earnings to furnish revenue sharing to the Commission, or any relevant information to its subscribers and/or the Commission as per service obligations; or furnishes any false or wrong information to the Commission; or conduct any fraudulent activities;
- (x) that the Licensee violates or purports to violate any terms and/or conditions under these Guidelines/Any Regulations/Bye-laws/Directives/Instructions/Orders/ Circulars/Decisions etc. of the Commission.

38. CONDITIONS FOR PROVIDING CYBER CAFE SERVICE

All ISP Licensee are allowed to provide Cyber Cafe services by following the conditions mentioned below:

1. Cyber Cafe must have an office with valid address and there must be at least two contact phone numbers and one e-mail address.
2. Cyber Cafe shall have to keep the record of the browser's name and address or National ID Card No. in a Register.
3. To provide privacy only for monitor a partition may be used but the maximum height 4 feet from the floor level. Any kind of door or restriction is not allowed in the entrance of booth (work station/terminal).
4. During School time, uniformed students are not allowed to browse. In case of any recommendation from school authority or guardian, they will be allowed to browse only for educational needs.
5. A complaint box should be provided in an open place of the cyber cafe. The licensee shall maintain a register and take necessary actions about the complaints of the subscribers. The licensee shall submit report on quarterly basis to the Commission about the complaints of the subscribers and the actions taken on those complaints.
6. Bandwidth or internet Connection must be taken from the licensed ISP(s).The bandwidth or internet connection cannot be used for any illegal operation. No pornographic and subversive sites shall be allowed to be accessed.
7. The Licensee shall submit to the Commission half yearly report, within the thirty first of July and January on the quality of service offered to its subscribers

indicating the level of performance achieved by Cyber Cafe during the preceding half year.

8. BTRC and/or Law Enforcing Agency shall have the right to inspect any cyber cafe at any time.
9. The cyber cafe shall maintain QoS as may be set by Commission from time to time.
10. The Licensee shall have to preserve IP Log of their users and shall have to provide it as per the requirement of BTRC or any law enforcing agencies.
11. The Licensee shall have to install CCTV in their cybercafé at their Cyber Café premises.

39. MISCELLANEOUS

- 39.1 BWA Operator/Cellular Mobile Phone Operators shall follow their respective guidelines for providing internet and internet related services.
- 39.2 The Licensee shall comply with all terms and conditions of the Guidelines, License, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001 and any applicable subsidiary legislation and all directions issued by the Commission including any new enactments as may be considered expedient and necessary from time to time.
- 39.3 The Commission reserves exclusive right and authority to explain or interpret any provision of the Guidelines, if any confusion arises regarding the actual sense or import of any provision of the Guidelines. The explanation of the Commission shall be final and binding on the licensee.
- 39.4 ISP licensee shall have to pay Social Obligation Fee as per the regulation or Act imposed by the Government/Commission from time to time.
- 39.5 All correspondence shall be in writing and shall be sent to the licensees' registered place of business. However, in required cases, electronic means of correspondence (e-mail etc.) shall also be used as per the direction from the Commission.
- 39.6 The Licensee shall observe the requirements of any applicable international conventions on telecommunications to the extent that such a convention imposes obligations on Bangladesh unless expressly exempted by the Commission.
- 39.7 The Commission and/or any other Government departments shall not be liable for any loss, damage, claim, and charge, expense which may be incurred as a result of or in relation to the activities of the licensees, its employees, agents or authorized representatives.
- 39.8 The Commission reserves the right at its discretion to make the terms and conditions of the license publicly available in any medium and format whether on the Commission's or any other official government website, in any manner they deem fit.
- 39.9 Depending on the output of traffic analysis, if licensee understands that International voice/IP transit traffic either in normal or encrypted format is passing through its

system or detect any illegal use of connectivity, the licensee shall immediately report with related supporting documents to the Commission.

- 39.10 If any condition or term herein is deemed to be invalid, unenforceable or illegal for some reason, that condition or term shall be severable and the remainder of the License shall remain in full force and effect.
- 39.11 The Appendices annexed herewith shall form integral part of the license.
- 39.12 The Licensee shall seek written prior approval from the Commission before making amendment or change of its name.
- 39.13 If any contradiction arises between existing ISP license conditions and the conditions of this guidelines, then the provisions of this guidelines shall prevail.
- 39.14 None of the provisions of the License shall be deemed to have been waived by any act 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 the License shall be construed as a waiver of any other provision or of the same provision on another occasion.
- 39.15 The Licensee shall pay any fees/charges imposed by the Government for local authorities. The licensee is not bound to pay any other charges imposed by any other authorities which are not approved by the Government.
- 39.16 Without prior written approval from the Commission, the licensee shall not be allowed to build/operate PoP within 01 (one) kilometre area of its existing PoP.
- 39.17 All pornography related websites shall be blocked and stopped by ISP licensee with the help of their respective bandwidth provider i.e International Internet Gateway (IIG)/ National Internet exchange (NIX).
- 39.18 No person shall obstruct to or interfere in providing ISP services without any legitimate ground. If any person breaches the mentioned provision then it shall be treated as an offence and the person shall be liable to be imprisoned or to be fined or the both as per the laws of Bangladesh Telecommunication Regulation Act, 2001.
- 39.19 Entities having any of the ITC / NTTN / IIG / ISP licensees shall not provide its services jointly with other ITC / NTTN / IIG / ISP licensees by creating an anti-competitive environment. If such activities are found among the above licensees, the Commission shall take legal actions against the licensees as per law of the land.
- 39.20 Unless otherwise stated –
- (i) All headings are for convenience only and shall not affect the interpretation of the provisions of these guidelines;
 - (ii) The words importing the singular or plural shall be deemed to include the plural or singular respectively;
 - (iii) Any expression in masculine gender shall denote both genders;
 - (iv) Any reference in these guidelines to a person shall be deemed to include natural and legal persons;

- (v) All references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
- (vi) The term or shall include and but not vice versa;
- (vii) Any reference in the License to “writing” or “written” includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;

39.21 These Guidelines shall be considered as an integral part of the License and vice-versa.

39.22 The Licensee shall take lease the tower service from the Tower Sharing Licensees if the ISP operator is permitted to provide fixed wireless internet service.



Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

APPENDIX-1

DEFINITIONS AND INTERPRETATIONS

Definitions:

Unless the context otherwise requires, the different terms and expressions used in these guidelines shall have the following meaning assigned to them. The headings are given for the sake of convenience only and do not carry any special meaning. Definitions and interpretations not listed here shall bear the same meaning as contained in the Act and the International Long Distance Telecommunication Services Policy, 2010.

1. **“Application Form”** means a form prescribed for applying for the license for the operation of ISP services.
2. **Asia Pacific Network Information Centre (APNIC)** is the Regional Internet Registry for the Asia-Pacific region. APNIC provides number resource (IP and AS number) allocation and registration services that support the global operation of the Internet. It is a not-for-profit, membership-based organization whose members include Internet Service Providers, National Internet Registries, and similar organizations.
3. **Autonomous System Number (ASN):** Autonomous System (AS) is a collection of IP networks in the Internet and routers under the control of one entity (or sometimes more) that presents a common routing policy to the Internet. A unique ASN is allocated to each AS for use in BGP routing. With BGP, AS numbers are important because the ASN uniquely identifies each network on the Internet.
4. **“Access Network”** For Wireless ISP Operators, Access Network is defined as the network from any Radio Transceiver Station to end user’s wireless device.
For wired ISP Operators, Access Network is defined as the last mile connectivity through any type of cable from the nearest Point of Presence (PoP) of Transmission Service provider to the end user.
5. **“Border Gateway Protocol (BGP)”** is the core routing protocol of the Internet. It works by maintaining a table of IP networks or ‘prefixes’ which designate network reach ability among autonomous systems (AS). It is described as a path vector protocol. BGP does not use traditional IGP metrics, but makes routing decisions based on path, network policies and/or rule sets.
6. **“Broadband** refers to the data speed in which wide band of information available to transmit The Commission/Government reserves the right to change the said Speed
7. **“ccTLD”** is the Country’s Top-Level DNS (i.e. dot bd or .bd for Bangladesh). Asia Pacific Network Information Centre (APNIC) usually offers full software and hardware package for Internet Interconnection Exchanges.
8. **“Connection”** means the visible or invisible or logical linking of telecommunication network.
9. **“Content Provider”** is the entity which provides effective and useful information to the common people and multimedia content to the users through Internet. This may include Bangladesh Election Commission, National Identity Registration Authority, E-Library services of Universities, Utility Companies, Gaming Portal, Video on Demand service etc.

10. **“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.
11. **“Data Service”** means point to point or point multipoint high-speed data transmission.
12. **“End User”** means a individual/house hold/corporate entity intended to use internet and/or data services and also as defined by the Commission for time to time. Any authorized entity of the Commission (for example: Cyber Cafe/VTS/Intl. Call Center etc.) are also included in the definition of “End User” for this licensing Guidelines provided that the licensee shall be subjected to make prior notification to the Commission for serving such authorized entity.
13. **“1st Anniversary”** means the anniversary after completion of the first year after issuance of the License.
14. **“Fast Ethernet (FE)”** is a collective term for a number of Ethernet standards that carry traffic at the nominal rate of 100 Mbit/s, against the original Ethernet speed of 10 Mbit/s in computer networking.
15. **“Gigabit Ethernet (GE)”** is a term describing various technologies for transmitting Ethernet frames at a rate of a Gigabit per second.
16. **“Internet Engineering Task Force (IETF)”** develops and promotes Internet standards, cooperating closely with the World Wide Web Consortium and ISO/IEC standard bodies and dealing in particular with standards of the TCP/IP and Internet protocol suite. It is an open standards organization, with no formal membership or membership requirements. All participants and leaders are volunteers, though their work is usually funded by their employers or sponsors.
17. **“Internet Protocol version 4 (IPv4)”** is the fourth iteration of the Internet Protocol (IP) and it is the first version of the protocol to be widely deployed. IPv4 is the dominant network layer protocol on the Internet. It uses 24 bit for Addressing.
18. **“Internet Protocol version 6 (IPv6)”** is a network layer for Packet-Switched Internet works. It is designated as the successor of IPv4, the current version of the Internet Protocol, for general use on the Internet. The main change brought by IPv6 is a much larger address space that allows greater flexibility in assigning addresses. It uses 128 bit for Addressing.
19. **“Internet Service Provider (ISP)”** provides Internet services to the end users in the licensed area of Bangladesh.
20. **“Lease”** means providing authority to others for using telecommunication transmission facilities for telecommunication purpose in consideration for a rental.
21. **“Licensee”** means a company registered in Bangladesh under the Company’s Act 1994 or proprietorship or partnership or consortium that has been permitted and awarded a license to build, maintain, operate and Internet Service.
22. **“Looking Glass”** Server is a Route Collector. It collects all routes available for global view.

23. **“Multi Router Traffic Grapher (MRTG)”** is free software for monitoring and measuring the traffic load on network links. It allows the user to see traffic load on a network over time in graphical form.
24. **“National Internet eXchange (NIX)”** is the exchange point for passing Internet traffic within the country according to the agreement among or between the ISPs.
25. **“NIX PoP”** is the Point of Presence of NIX in a district/specific area where ISP provider and/or other authorized user shall be connected to get access to the NIX.
26. **“Quarter”** means a period of three months of a calendar year.
27. **“Root Server or Root Name Server”** is a DNS server that answers requests for the DNS root zone, and redirects requests for a particular Top-Level Domain (TLD) to that TLD’s name servers. Although any local implementation of DNS can implement its own private root name servers, the term “root name server” is generally used to describe the thirteen well-known root name servers that implement the root namespace domain for the Internet’s official global implementation of the Domain Name System.
28. **“Route Server”** serves as BGP information exchange to other BGP routers. Each ISP’s BGP router only peers to Route Server. Unlike normal BGP router, Route Server must have several routing tables for managing different routing policies for each BGP speaker.
29. **“Simple Network Management Protocol (SNMP)”** forms part of the Internet protocol suite as defined by the Internet Engineering Task Force (IETF). SNMP is used in network management systems to monitor network-attached devices for conditions that warrant administrative attention. It consists of a set of standards for network management, including an Application Layer protocol, a database schema, and a set of data objects.
30. **“Very Small Aperture Terminal (VSAT)”** means a two-way satellite ground station with a dish antenna that is smaller than 3 meters.
31. **“Last Mile Connectivity of ISP”** refers to the final leg of the ISP networks that delivers internet services to end-users (customers) from its own/ Shared (as per Infrastructure Sharing Guideline) PoP, whose length shall be limited to approximately 03 (three) km for metropolitan area and 06 (six) km for other location except metropolitan area. In that case the other leg(s) of PoP that connect other PoP or NOC shall be connected through licensed NTTN operators.
32. **“Parental Controls”** Parental controls are features which may be included in digital television services, computer and video games, mobile devices and software that allow parents to restrict the access of harmful content to their children.



Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

APPENDIX-2
LIST OF ABBREVIATIONS

| | | |
|-----|-------------------|---|
| 1. | APNIC | Asia Pacific Network Information Centre |
| 2. | ASN | Autonomous System Number |
| 3. | BGP | Border Gateway Protocol |
| 4. | BLPA | Bi-Lateral Peering Agreement |
| 5. | CCTLD | Country Code Top Level Domain |
| 6. | Commission | Bangladesh Telecommunication Regulatory Commission. |
| 7. | CDR | Call Data Records. |
| 8. | FE | Fast Ethernet |
| 9. | GE | Gigabit Ethernet |
| 10. | IETF | Internet Engineering Task Force |
| 11. | IIG | International Internet Gateway |
| 12. | IPV4 | Internet Protocol version 4 |
| 13. | IPV6 | Internet Protocol version 6 |
| 14. | ISP | Internet Service Provider |
| 15. | IPLC | International Private Leased Circuit |
| 16. | LEA | Law Enforcement Agency |
| 17. | MLPA | Multi-Lateral Peering Agreement |
| 18. | MSC | Mobile Switching Center |
| 19. | MRTG | Multi Router Traffic Grapher |
| 20. | NIX | National Internet Exchange |
| 21. | NMC | National Monitoring Center |
| 22. | PoP | Point of Presence. |
| 23. | PSTN | Public Switched Telephone Network. |
| 24. | SLA | Service Level Agreement |
| 25. | SNMP | Simple Network Management Protocol |
| 26. | VSAT | Very Small Aperture Terminal. |



Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

APPENDIX-3



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

Application Form for Internet Service Provider (ISP) License

[See Section 36(5) of the Bangladesh Telecommunication Regulation Act, 2001]
[Please see the General Information and Guidelines]

New RENEWAL

[Incomplete application will not be entertained and summarily rejected]

A. Applicant Profile

| | |
|---------------------------|---------|
| 1. Name of Entity: | |
| Registered Office Address | |
| Telephone & Mobile | |
| Fax | |
| E-mail | Website |

| | |
|-----------------------------------|---------|
| 2. Name of Contact Person: | |
| Full Address for Communication | |
| Telephone & Mobile | |
| Fax | |
| E-mail | Website |

| | |
|--|--|
| Types of ISP License Applied for: | |
| 1. <input type="checkbox"/> Nationwide : | |
| 2. <input type="checkbox"/> Divisional : (.....) | |
| 3. <input type="checkbox"/> District : (.....) | |
| 4. <input type="checkbox"/> Upazila/Thana: (.....) | |

B. Service Profile (if applicable)

| | |
|---------------------------|--|
| Location of Installation: | |
|---------------------------|--|


Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

1. Number of Clients/Users of Internet (if applicable):

Home: Office: Cyber Café: Others:

2. Number and list of Clients/Users of domestic point to point data connectivity:

Corporate user: Branch User: Personal user:

C. Technical Profile

1. Type of Service:

A. Wired

Length of laid cable: Km. DSL ADSL Optical Fiber UTP STP

B. Bandwidth: [] IIG

Provider: Allocation: Up - Down -
Medium:

Backup: Allocation: Up - Down -
Medium:
Frequency: Up - Down -
(If medium is authorized VSAT, Please mention frequency)

C. Wireless

Number of BTS / PoPs: Frequency: /

2. Disaster Recovery Center / Data Center:

Address of Installation:

Connectivity Provider: Allocation: Up - Down -
Medium:
Frequency: Up - Down -
(If medium is authorized VSAT, Please mention frequency)

D. Pay Order/Bank Draft Details:

Type of Payment: [] P.O. [] D.D.

a. Name of Bank :
b. No. : c. Date :

E. Documents to be enclosed for New License:

Use tick [√] mark in the appropriate box

| Serial | Items | Attached | Not Attached | Remarks |
|--------|---|----------|--------------|---------|
| 1. | Application in a Letter Head Pad | | | |
| 2. | Relevant Fees in the form of Pay Order/Bank Draft (Any Scheduled Bank) | | | |
| 3. | Agreement with the bandwidth provider (IIG/Sublease) (if applicable) | | | |
| 4. | Updated House-Rent Agreement/ Ownership deed | | | |
| 5. | Description of existing business (if applicable) | | | |
| 6. | Bank Solvency Certificate | | | |
| 7. | Bank Statements for last six months | | | |
| 8. | Certificate of Incorporation (if applicable) | | | |
| 9. | Partnership agreement/ Memorandum & Articles of Association with form XII (if applicable) | | | |

| | | | | |
|-----|--|--|--|--|
| 10. | Internet and Domestic point to point data connectivity Clients/Users List (Wireless/Wired) (if applicable) | | | |
| 11. | Updated Trade License | | | |
| 12. | Network Diagram in details | | | |
| 13. | Equipment List | | | |
| 14. | Business Plan | | | |
| 15. | Proposed/Approved Tariff Chart | | | |
| 16. | Proprietor and/or its partner/share holder shall provide Undertaking on non-judicial stamp of Tk. 300/- sworn before the notary public of Bangladesh that- i) Proprietor and/or its partner/share holder shall comply with provisions of Bangladesh Telecommunication Regulation Act, 2001 and all rules, regulations, directives and notices issued by the Commission. ii) Proprietor and/or its partner/share holder shall not take any activity over VOIP /WiMAX business and shall not use VSAT. iii) Proprietor and/or its partner/share holder are not a Bank Defaulter. iv) Neither the proprietor nor its partner/share holder barred by section 36(3) of the Bangladesh Telecommunication Regulation Act, 2001. (v) Proprietor and/or its partner/share holder are eligible to get the License. vi) Proprietor and/or its partner/share holder shall not provide Cable TV or IP TV without prior approval of the Commission and shall not use relevant network/ infrastructure to provide Internet Service. | | | |
| 17. | TIN Certificate | | | |
| 18. | Latest Income Tax Clearance Certificate (if applicable) | | | |
| 19. | Information with relevant documents regarding the amount of VAT and Income Tax that the entity has deposited to the Government fund for the last 3 (three) years (if applicable) | | | |
| 20. | CV with photograph of each shareholder/partner/proprietor | | | |
| 21. | Copy of NID/Passport of each shareholder/partner/proprietor | | | |
| 22. | Property Statement in the name of company/partnership firm/proprietorship firm | | | |

E. Documents to be enclosed for License Renewal:

| Serial | Items | Attached | Not Attached | Remarks |
|--------|--|----------|--------------|---------|
| 1. | Application in a Letter Head Pad | | | |
| 2. | Relevant Fees in the form of Pay Order/Bank Draft (Any Scheduled Bank) | | | |
| 3. | Agreement with the bandwidth provider (IIG/Sublease) | | | |
| 4. | House-Rent Agreement/Ownership deed | | | |
| 5. | Description of existing business | | | |
| 6. | Bank Solvency Certificate | | | |
| 7. | Bank Statements for last 06 (six) months | | | |
| 8. | Certificate of Incorporation (if applicable) | | | |
| 9. | Partnership agreement/ Memorandum & Articles of Association with form XII (if applicable) | | | |
| 10. | Internet and Domestic point to point data connectivity Clients/Users List (Wireless/Wired) | | | |
| 11. | Updated Trade License | | | |
| 12. | Network Diagram in details | | | |
| 13. | Equipment List | | | |
| 14. | Business Plan | | | |
| 15. | Copy of Existing Licenses and/or copy of license renewal copy | | | |

| | | | | |
|-----|---|--|--|--|
| 16. | Proposed/Approved Tariff Chart | | | |
| 17. | Proprietor and/or its partner/share holder shall provide Undertaking on non-judicial stamp of Tk. 300/- sworn before the notary public of Bangladesh that- i) Proprietor and/or its partner/share holder shall comply with provisions of Bangladesh Telecommunication Regulation Act, 2001 and all rules, regulations, directives and notices issued by the Commission. ii) Proprietor and/or its partner/share holder shall not take any activity over VOIP /WiMAX business and shall not use VSAT. iii) Proprietor and/or its partner/share holder are not a Bank Defaulter. iv) Neither the proprietor nor its partner/share holder barred by section 29, 36(2)(3) of the Bangladesh Telecommunication Regulation Act, 2001. (v) Proprietor and/or its partner/share holder are eligible to get the License. vi) Proprietor and/or its partner/share holder shall not provide Cable TV or IP TV without prior approval of the Commission and shall not use relevant network/ infrastructure to provide Internet Service. | | | |
| 18. | Latest Income Tax Clearance Certificate | | | |
| 19. | Information with relevant documents regarding the amount of VAT and Income Tax that the entity has deposited to the Government fund for the last 3 (three) years (if applicable) | | | |
| 20. | CV with photograph of each shareholder/partner/proprietor | | | |
| 21. | Copy of NID/Passport of each shareholder/partner/proprietor | | | |
| 22. | Property Statement in the name of company/partnership firm/proprietorship firm | | | |

F. Declaration

- Has any Application for License of ISP been rejected before? Yes No
(if yes, please give date of application and reasons for rejection)
- Has any License of ISP issued previously to the Applicant/any Share Holder/Partner been cancelled?
 Yes No (if yes, please give details)
- Do the Applicant/any Share Holder/Partner hold any other Operator Licenses from the Commission?
 Yes No (if yes, please give details)
- I/We hereby certify that I/We have carefully read the guidelines/terms and conditions, for the license and I/We undertake to comply with the terms and conditions therein.
- I/We hereby certify that I/We have carefully read the section 36 of Bangladesh Telecommunication Regulation Act, 2001 and I/We are not disqualified from obtaining the license.
- I/We understand that any information furnished in this application are found fake or false or this application form is not duly filled up, the Commission, at any time without any reason whatsoever, may reject the whole application.
- I/We understand that if at any time any information furnished for obtaining the license is found incorrect then the license if granted on the basis of such application shall deemed to be cancelled and shall be liable for action as per Bangladesh Telecommunication Regulation Act, 2001.

Date:
Place:

Signature
Name of the applicant/Authorized
Signatory with Seal

Note:

- The licensee shall have to apply before 180 (one hundred and eighty) days of the expiration of duration of its license or else the license shall be cancelled as per law and penal action shall follow, if the licensee continues its business thereafter without valid license. The late fees/fines shall be recoverable under the Public Demand Recovery Act, 1913 (PDR Act, 1913) if the licensee fails to submit the fees and charges to the Commission in due time.
- Application without the submission of complete documents and information will not be accepted.
- For Renewal, please attach a photocopy of the existing license.
- Payment should be made by a Pay order/Demand Draft in favour of Bangladesh Telecommunication Regulatory Commission (BTRC).
- Fees and charges are not refundable.
- The Commission is entitled to change this from time to time if necessary.

APPENDIX-4

[Clause 8.4 of the Guidelines]

DECLARATION/ UNDERTAKING

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

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

OR

That he/she is the applicant for the License referred to below (the Applicant), a citizen of

(Name of Country) the Peoples Republic of Bangladesh.

2. That personally, and as _____ for
(Official Capacity)
- and on behalf of the Applicant he/she hereby certifies:
- a) That all statements made in the Applicant's application for a License to establish and maintain Internet Service Provider 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 _____ for a ISP License from the
(name)
Bangladesh Telecommunication Regulatory Commission;
- c) That the Applicant 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 the Applicant (where the Applicant is an individual) or the owner of the Applicant or any of its directors or partners or shareholder(s) (where the Applicant is a company, corporation, partnership or society):

- (i) is not an insane person;
 - (ii) has not been sentenced by a court under any law, other than the Bangladesh Telecommunication Regulation Act, 2001 (Act), to imprisonment for a term of 2 (two) years or more, other than sentences where a period of 5 (five) years has elapsed since his/her release from such imprisonment;
 - (iii) has not been sentenced by a court for commission of any offence under the Act other than sentences where a period of 5 (five) years has been elapsed since his/her release from 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 or by the court or by a bank or financial institution as a loan defaulter loanee of that bank or institution.
 - (vi) is eligible under Clause No 7 of the guidelines hereto; or
 - (vii) no proceeding is going on against the applicant(s) or its owner(s) or any of its director(s) or partner(s) for illegal call termination or for violation of the Act/Any Regulations/ Rules/Guidelines/Bye-laws/Directives/ Instructions/ Orders/ Circulars/ Decisions of the Commission and/or the Government etc.
 - (viii) any license of his has not been cancelled by the Commission at any time during the last 5 (five) years.
 - (ix) does not have any outstanding dues to the Commission.
 - (x) is not involved in providing any kind of services related to Satellite Broadcasting channel service provider(s) / Cable Operators (Broadcasting) services.
 - (xi) shall comply with provisions of Bangladesh Telecommunication Regulation Act, 2001 and all rules, regulations, directives and notices issued by the Commission.
 - (xii) is/are not a Bank Defaulter.
 - (xiii) undertaking that neither the proprietor nor its partner/share holder barred by section 36(3) of the Bangladesh Telecommunication Regulation Act, 2001 and the Proprietor and/or its partner/shareholder(s) is/are eligible to get the License.
- e) That the Applicant (where the Applicant is an individual) or the owner of the Applicant or any of its directors or partners (where the Applicant is a company, corporation, partnership or society) shall not use any kind of VSAT.
- f) That the Applicant (where the Applicant is an individual) or the owner of the Applicant or any of its directors or partners (where the Applicant is a company, corporation, partnership or society) shall not take any activity over VoIP/WiMAX business. The Applicant shall not take any activity to provide internet/data services fixed in nature by using WiMAX technology without prior permission from the Commission.
- g) That the applicant shall not be a license holder of NTTN/IIG/IGW/ICX/Submarine cable/ITC licenses.

- h) _____ (Name of the company) will provide internet service successfully in Bangladesh observing all rules and regulations as per telecommunication law of Bangladesh.
- i) There is no case or complain against _____ (Name of the company) in respect of illegal activities.
- j) There is no case or complain against proprietor/any shareholder of _____ (Name of the company).
- k) _____ (Name of the company) never carried out any operational activities related with VoIP. There is no case against _____ (Name of the company) or never confiscated any equipment for operating VoIP and also it is hereby confirmed that there is no chance of operation of VoIP in future.
- l) _____ (Name of the company) is financially solvent to operate the business
- m) _____ (Name of the company) will comply Bangladesh Telecommunication Regulation Act, 2001 and all rules, regulations, directives and notice of BTRC.

If any violation/deviation found in this regard I/we shall be liable. This undertaking/declaration is made in sound mind before the Notary public, and I/we also declare that all the information and date describe in this undertaking/declaration affidavit are true and correct as per my knowledge and believe.

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

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

WITNESSES

1. _____ 2. _____

Subscribed and sworn to before me

this _____ day of _____ 20 ____ at _____.

 Notary Public


Md. Raisul Islam
 Deputy Director
 Legal & Licensing Division
 Bangladesh Telecommunication
 Regulatory Commission

APPENDIX-5

[Clause 17 of the Guidelines]
[PRO-FORMA OF BANK GUARANTEE]
[Non-Judicial Stamp]

[Date]

[Name of Bank] (Bank)
[Address]

To: The Bangladesh Telecommunication Regulatory Commission
[Address]

Subject: Bank Guarantee No., dated: for Tk. 5,00,000 (Taka Five Lac)/Tk. 2,00,000 (Taka Two Lac)/ Tk. 1,00,000 (Taka One Lac) / Tk. 25,000 (Taka Twenty Five thousand) only in favour of "The Bangladesh Telecommunication Regulatory Commission".

Dear Sir

This Bank Guarantee (hereinafter called the 'Guarantee') is issued pursuant to the Clause of the [Nationwide ISP or Divisional ISP or District ISP or Upazila/Thana ISP] License being No.; dated (hereinafter called the 'Licensee') for operating and maintaining of Internet Service Provider (ISP) in the country granted to by The Bangladesh Telecommunication Regulatory Commission (Commission) under the Bangladesh Telecommunication Regulation Act, 2001 (as amended).

This Guarantee will serve as security deposit for dues annually payable under the terms and conditions of the License.

In case of failure to make payment within the stipulated time, the equivalent amount of annual fee will be encashed from the Guarantee for each year or fraction thereof. ***The Commission may encash the Guarantee to any extent to realize the outstanding dues/fines as well.*** When the full Guarantee will be encashed by the Commission for non-payment of outstanding dues/fines for the License tenure, the Commission will take necessary action to cancel the License.

The Bank hereby irrevocably guarantees and undertakes to pay to the Commission, any or all sums up to the amount of **Tk. 5,00,000 (Taka Five Lac)/Tk. 2,00,000 (Taka Two Lac)/ Tk. 1,00,000 (Taka One Lac) / Tk. 25,000 (Taka Twenty Five thousand)** only as described in the Internet Service Provider (ISP) License as decided by the Commission in accordance with the following terms and conditions:

- (a) Payment shall be made by the Bank within the same business day of the receipt of any written demand by the Commission;
- (b) The written demand by the Commission is made substantially and executed by an authorized representative of the Commission;

(c) Payment is made unconditionally and without reservation including the need for any reference to a third party or the Licensee and without the need for any evidence or proof;

(d) Payment is to be made in Taka by crossed cheque in favour of: "The Bangladesh Telecommunication Regulatory Commission".

This Guarantee is irrevocable and shall remain in force for 06 (six) years from the date hereof. The Guarantee will be expired on ... [Last date the Guarantee validity].

The Bank shall not be discharged or released from its obligations under this Guarantee unless it has paid any or all sums up to the amount as stated in the License, Guidelines and this has been confirmed in writing by the Commission.

This Guarantee shall be governed and construed in accordance with the relevant laws of Bangladesh.

Signed by,

For and on behalf of:

[Name of the Signatory Authority]

[Name and Address of the Bank]

Witnessed by:

1. Signature

Name:

Address:

2. Signature:

Name:

Address:



Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

APPENDIX-6



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB Bhaban, Ramna, Dhaka-1000

OPERATOR LICENSE

FOR

INTERNET SERVICE PROVIDER (ISP)

ISSUED

TO

.....

UNDER

**THE BANGLADESH TELECOMMUNICATION
REGULATION ACT, 2001**

ON

.....**DAY OF**.....

Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission



**BANGLADESH TELECOMMUNICATION
REGULATORY COMMISSION**

IEB Bhaban, Ramna, Dhaka-1000

**OPERATOR LICENSE
FOR
INTERNET SERVICE PROVIDER (ISP)**

| | | | |
|--------------------|--|---------------|--|
| 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 grant the license in favour of

.....
represented by its Proprietor/Partner/Managing Director/Chairman/CEO having registered
office at

.....
as an Operator of

Internet Services

in Bangladesh

whereby it is authorized

to establish, maintain and operate the associated systems and
to provide services as specified in this license

ON NON-EXCLUSIVE BASIS

under the terms and conditions given in the following pages

including the schedules annexed hereto.

TABLE

| SL. | Subject | Page |
|------------|--|-------------|
| | Preamble..... | 40 |
| 1. | Scope of License | 41 |
| 2. | Duration of the License..... | 41 |
| 3. | Renewal of the License..... | 41 |
| 4. | Fees and Charges | 41 |
| 5. | Bank Guarantee..... | 42 |
| 6. | Commencement of Operation..... | 42 |
| 7. | Systems..... | 42 |
| 8. | Services..... | 42 |
| 9. | Tariff..... | 43 |
| 10. | Network and Connectivity..... | 43 |
| 11. | Rollout Obligations..... | 43 |
| 12. | Sharing of Facilities..... | 43 |
| 13. | Information, Inspection, Reporting and Monitoring..... | 44 |
| 14. | Amendments..... | 44 |
| 15. | Changes in Ownership..... | 44 |
| 16. | Consumer Protection..... | 44 |
| 17. | Transfer, Assignment and Pledge as Security..... | 44 |
| 18. | Lawful Interception..... | 44 |
| 19. | Parental Control Guidance..... | 45 |
| 20. | Suspension, Cancellation and Fines..... | 45 |
| 21. | Impact of Suspension and Cancellation of License..... | 45 |
| 22. | Miscellaneous..... | 45 |



BANGLADESH TELECOMMUNICATION REGULATORY COMMISSION

IEB Bhaban, Ramna, Dhaka-1000

No.

Date:.....

INTERNET SERVICE PROVIDER (ISP) OPERATOR LICENSE

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

The Bangladesh Telecommunication Regulatory Commission (hereinafter referred to as the Commission) has been empowered under section 36 of the Bangladesh Telecommunication Regulation Act, 2001 (hereinafter referred to as the Act) to issue Licenses for the operation and provision of telecommunication services.

Having given due consideration to the principles of transparency, fairness, non-discrimination and all other relevant principles, the Commission has decided to issue License on Internet Services.

Therefore, in exercise of the powers conferred by Section 36 of the Bangladesh Telecommunication Regulation Act, 2001, the Bangladesh Telecommunication Regulatory Commission, hereinafter referred to as the Commission, upon consideration of their application dated.....and payment of license fee and other charges, is pleased to granthaving its registered head office at.....

LICENSE

For a period of 05 (five) years with effect from the.....day of today of

To

Build, maintain and operate Internet Services, hereinafter refer to as the service for internet throughout subject to the following terms and conditions:


Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

1. SCOPE OF THE LICENSE

- 1.1 The Licensee shall provide all types of internet/data services and all types of IP based services to the end users.
- 1.2 The Licensee shall take lease the transmission network from the NTTN operator(s). However, in case of unavailability of NTTN services, the ISP operators, are entitled to provide its service by following the provisions of infrastructure Sharing Guideline. The licensee can use Wi-Fi service/technology to serve its customers following appropriate instruction and permission from the Commission.
- 1.3 The Licensee shall provide the internet/data service to the users by using last mile connectivity whose length shall be limited to approximately 03 (Three) km for metropolitan areas and 06 (Six) km for other locations except metropolitan areas. In case of last mile connectivity the licensee shall follow all instructions, orders, directives of the local authority.

2. DURATION OF THE LICENSE

The duration of the Licenses, shall initially be for a term of 05 (five) years unless and until cancelled by the Commission earlier.

3. RENEWAL OF THE LICENSE

- 3.1 The Licensee(s) shall apply before 180 (One hundred and eighty) days of the expiration of duration of its License for renewal or else the License shall stand cancelled after the expiry date of the License as per law, if the Licensee continues its business thereafter without valid License, penal action shall be followed.
- 3.2 Upon expiry of the initial term mentioned in Clause No. 2, the ISP License(s) may be renewed for subsequent terms, each of 05 (five) years in duration subject to the approval from the Government/Commission, payment of necessary fees and charges, and to such terms and conditions, as may be specified herein and/or by the Government/Commission under the Act in the time of each renewal. The application form with necessary information is given in APPENDIX-3 of the Guideline.

4. FEES AND CHARGES

- 4.1 The Licensee shall be required to pay necessary fees and charges (non-refundable) to the Commission. The Fees and Charge are non-refundable. The details of fees and charges are summarized in the table mentioned in the Clause No. 16 of the Guideline.
- 4.2 The fees and charges as described in the guidelines shall have to be paid in due time. The due amount may be paid within 60 (sixty) days after the stipulated date by paying a late fee (additional) at the rate of 15% (fifteen percent) per annum as fine to the Commission. If the amount along with late fee is not paid within the 60 (sixty) days as stipulated, such failure may result in stand cancellation of the License.



Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

5. BANK GUARANTEE

- 5.1 The licensee shall submit a Bank Guarantee as mentioned in Clause No. 16 of the guidelines in favour of Bangladesh Telecommunication Regulatory Commission (BTRC) within 30 (thirty) days from the date of issuance of the license in a prescribed form (APPENDIX-5 of the Guidelines) issued by a scheduled Bank [Schedule to the Bangladesh Bank Order, 1972 (P.O. No. 127 of 1972)]. This Guarantee is irrevocable and shall remain in force for the total tenure of the ISP License.
- 5.2 This Bank Guarantee shall be in force initially for 03 (three) years from the date thereof. On the very next date of completion of the initial term, the Licensee shall submit Bank Guarantee for the subsequent 03 (three) years and in this way shall continue submitting Bank Guarantees for each of the remaining and subsequent term of the ISP License.
- 5.3 This Bank Guarantee will serve as security deposit for dues annually payable under the terms and conditions of the License. In case of failure to make payment within the stipulated time, the equivalent amount of annual fee will be encashed from the Guarantee for each year or fraction thereof. ***The Commission may encash the Guarantee to any extent to realize the outstanding dues/fines as well.*** When the full Guarantee will be encashed by the Commission for non-payment of outstanding dues. The Commission will take necessary action to cancel the License.

6. COMMENCEMENT OF OPERATION

The Licensee shall commence operation within 06 (six) months from the date of issuance of the License. Time extension may be considered by the Commission upon receiving of application regarding time extension from Licensee stating reasons thereof, otherwise License may be cancelled.

7. SYSTEMS

The Licensee(s) shall be connected to the International Internet Gateway (IIG). The Licensee shall take lease the transmission network from the NTTN operator(s). The Licensee can use Wi-Fi service/technology to serve its customers following appropriate instruction of the Commission with prior approval from the Commission. The Licensee shall be connected to National Internet Exchange (NIX) for domestic inter-operator data traffic.

8. SERVICES

- 8.1 The Licensees are allowed to provide all types of internet/data and IP based services. These include, but not limited to, the following services:
- i) Internet Connectivity,
 - ii) Electronic mail,
 - iii) News Group,
 - iv) Internet relay chat,
 - v) File Transfer Protocol (FTP) based services,
 - vi) Any innovative bundled service which are IP based,
 - vii) Instant Messaging



Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

8.2 The Licensee is allowed to provide the following services subject to the prior approval of the Commission:

- i) any other Over The Top (OTT) services
- ii) Video Conference

8.3 The Licensee(s) shall have to obtain prior approval issued by Commission regarding Over the Top (OTT) and Internet of Things (IoT) services from time to time until new Regulation regarding the said services are to be issued by the Commission.

8.4 The Licensee(s) shall have to follow the Instructions/Directives/Orders issued by Commission regarding Triple Play (Data, Voice & Video) service from time to time.

8.5 The ISP licensees are allowed to provide IPTv services subject to the fulfilment of the conditions of Ministry of Information.

9. TARIFF

9.1 The Commission shall have the right to determine the tariff, in the manner as and when necessary.

9.2 All other conditions for Tariff described in the Clause No. 21 of the Guideline shall also be applicable for the licensee.

10. NETWORK AND CONNECTIVITY

10.1 The Nationwide, Divisional, District and Upazila/Thana ISP Licensee (s) shall be connected to the licensed International Internet Gateway (IIG) for taking lease of internet bandwidth.

10.2 All the conditions for Network and Connectivity described in the Clause No. 22 of the Guideline shall also be applicable for the licensee.

11. ROLLOUT OBLIGATION

11.1 The licensee shall fulfil the rollout obligations as mentioned in the Clause No. 23 of the Guideline.

11.2 The Commission reserves the right to cancel ISP license if the licensee fails to fulfil the above-mentioned rollout obligations.

12. SHARING OF FACILITIES

12.1 The modalities for sharing infrastructure shall be as per Infrastructure Sharing Guidelines as approved by the Commission.

12.2 The Licensee shall follow the conditions of the Act, any Regulations/By-laws/Directives/Instructions/Permit/Guidelines/Orders/Circulars/Decisions etc. in case of infrastructure and facility sharing and such conditions as may be imposed by the Commission from time to time.



Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission

13. INFORMATION, INSPECTION, REPORTING AND MONITORING

- 13.1 The Licensee shall furnish necessary information and other related matters as may be sought by the Commission from time to time.
- 13.2 The Commission or any person authorized by the Commission shall have unfettered right and authority to obtain the copies of records, documents and other information relating to the Licensees' business, for the purpose of enabling the Commission to perform its functions under the Act and provisions of these Guidelines.
- 13.3 The conditions for Information, Inspection, Reporting and Monitoring described in the Clause No. 25 of the Guideline shall also be applicable for the ISP licensee.

14. AMENDMENTS

The Commission has the right and authority to change, amend, vary or revoke any of the terms and conditions of these guidelines and also to incorporate new terms and conditions necessary for the interest of national security, or public interest, or any other reason, in consonance with the provisions of the Act and Regulations.

15. CHANGES IN OWNERSHIP

- 15.1 The Licensee shall seek prior written approval from the Commission before making any change in its ownership. Any change in the ownership shall not be valid or effective without the prior written approval of the Commission. In this case the commission shall follow section 37(2)(i) of Bangladesh Telecommunication Regulation Act, 2001.
- 15.2 The Licensee shall neither transfer any share nor issue new shares without prior written permission from the Commission.

16. CONSUMER PROTECTION

The conditions for consumer protection described in the Clause No. 29 of the Guideline shall also be applicable for the ISP licensee.

17. TRANSFER, ASSIGNMENT AND PLEDGE AS SECURITY

- 17.1 The Licensee shall notify the Commission to obtain any loan for deployment of its network. The License and Radio Equipment shall not be assigned or pledged as security. There shall be no liability of the Commission for obtaining any loan from Bank and other financial institution.
- 17.2 The License and any right accrued there-under shall not be transferred, wholly or partly, without prior permission of the Government, and such transfer, if any, shall be void.

18. LAWFUL INTERCEPTION (LI)

The operational system of the Licensee shall be LI compatible and the licensee shall only be connected with LI monitoring systems at its premise. The Licensee shall ensure LI Compliance through identification, verification, authorization and monitoring the internet usage of its Wi-Fi subscriber. The Licensee shall comply with Rules /Regulations/ Bye-laws/ Directives/ Guidelines/ Instructions/ Orders/ Circulars/

Decisions etc. regarding Lawful Interception (LI) issued from time to time by the Commission or the Government.

19. PARENTAL CONTROL GUIDANCE

The conditions for parental control guidance described in the Clause No. 34 of the Guideline shall also be applicable for the licensee.

20. SUSPENSION, CANCELLATION AND FINES

- 20.1 The Commission/Government may, in any of the events specified in Section-46 of the Act, suspend or cancel all or any part of the License issued under these Guidelines and/or impose fine as mentioned in Section 46(3) of the Act.
- 20.2 The Commission may also impose fine under Section 63(3) and Section 64(3) of the Act for any violation of any condition of this License.
- 20.3 All other conditions for suspension, cancellation and fines described in the Clause No. 37 of the Guideline shall also be applicable for the licensee.

21. IMPACT OF SUSPENSION AND CANCELLATION OF LICENSE

The conditions for impact of suspension and cancellation of License described in the Clause No. 37 of the Guideline shall also be applicable for the ISP licensee.

22. MISCELLANEOUS

- 22.1 BWA Operator/Cellular Mobile Phone Operators shall follow their respective guidelines for providing internet and internet related services.
- 22.2 The Licensee shall comply with all terms and conditions of the license, applicable legislation including the Bangladesh Telecommunication Regulation Act, 2001 and any applicable subsidiary legislation and all directions issued by the Commission including any new enactments as may be considered expedient and necessary from time to time.
- 22.3 The Commission reserves exclusive right and authority to explain or interpret any provision of the License, if any confusion arises regarding the actual sense or import of any provision of the License. The explanation of the Commission shall be final and binding on the licensee.
- 22.4 The licensee shall have to pay Social Obligation Fee as per the regulation or Act imposed by the Government/Commission from time to time.
- 22.5 The Commission will take initiative for annual technical, financial and compliance audit of the Licensee at any time. The audit team authorized by the Commission shall have the right for auditing technical, financial and compliance position of Licensee for any year. The Licensee shall comply and shall furnish all relevant information and documents as sought by the audit team. The Licensee shall preserve all the relevant data/information for technical and financial audit as per the laws of the land. The

directives/decisions/instructions of the Commission regarding technical, financial and compliance audit shall be binding on the Licensee. The audit team authorized by the Commission shall have the access to the computerized accounting system of the Licensee as and when deemed necessary by the Commission.

- 22.6 All correspondence shall be in writing and shall be sent to the licensees' registered place of business. However, in required cases, electronic means of correspondence (e-mail etc.) shall also be used as per the direction from the Commission.
- 22.7 The Licensee shall observe the requirements of any applicable international conventions on telecommunications to the extent that such a convention imposes obligations on Bangladesh unless expressly exempted by the Commission.
- 22.8 The Commission and/or any other Government departments shall not be liable for any loss, damage, claim, and charge, expense which may be incurred as a result of or in relation to the activities of the licensees, its employees, agents or authorized representatives.
- 22.9 The Commission reserves the right at its discretion to make the terms and conditions of the license publicly available in any medium and format whether on the Commission's or any other official government website, in any manner they deem fit.
- 22.10 Depending on the output of traffic analysis, if licensee understands that International voice/IP transit traffic either in normal or encrypted format is passing through its system or detect any illegal use of connectivity, the licensee shall immediately report with related supporting documents to the Commission.
- 22.11 If any condition or term herein is deemed to be invalid, unenforceable or illegal for some reason, that condition or term shall be severable and the remainder of the License shall remain in full force and effect.
- 22.12 The schedules annexed herewith shall be the integral part of the Guideline.
- 22.13 The Licensee shall seek written prior approval from the Commission before making any amendment or change in its name.
- 22.14 If any contradiction arises between existing ISP license conditions and the conditions of this license, then the provisions of this guidelines shall prevail.
- 22.15 Unless otherwise stated –
- (i) All headings are for convenience only and shall not affect the interpretation of the provisions of these guidelines;
 - (ii) The words importing the singular or plural shall be deemed to include the plural or singular respectively;
 - (iii) Any expression in masculine gender shall denote both genders;
 - (iv) Any reference in these guidelines to a person shall be deemed to include natural and legal persons;
 - (v) All references to legislation or guidelines or directions issued by the Commission shall include all amendments made from time to time;
 - (vi) The term or shall include and but not vice versa;

- (vii) Any reference in the License to “writing” or “written” includes a reference to official facsimile transmission, official e-mail, or comparable means of communication;
- 22.16 None of the provisions of the License shall be deemed to have been waived by any act 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 the License shall be construed as a waiver of any other provision or of the same provision on another occasion.
- 22.17 The Licensee shall pay any fees/charges imposed by the Government for local authorities. The licensee is not bound to pay any other charges imposed by any other authorities which are not approved by the Government.
- 22.18 Without prior written approval from the Commission, the licensee shall not be allowed to build/operate PoP within 01 (one) kilometre area of its existing PoP.
- 22.19 All pornography related websites shall be blocked and stopped by ISP licensee with the help of their respective bandwidth provider i.e International Internet Gateway (IIG)/National Internet exchange (NIX) Operator.
- 22.20 No person shall obstruct to or interfere in providing ISP services without any legitimate ground. If any person breaches the mentioned provision then it shall be treated as an offence and the person shall be liable to be imprisoned or to be fined or the both as per the laws of Bangladesh Telecommunication Regulation Act, 2001.
- 22.21 Entities having any of the NTTN/IIG/IIG/ICX/Submarine cable/ITC licensees shall not provide its services jointly with other NTTN/IIG/IIG/ICX/Submarine cable/ITC licensees by creating an anti-competitive environment. If such activities are found among the above licensees, the Commission shall take legal actions against the licensees as per law of the land.
- 22.22 This License shall be an integral part of the Regulatory and Licensing Guidelines for Internet Service Provider (ISP) in Bangladesh and vice-versa.

This license shall be governed by and construed in accordance with the laws of Bangladesh. This license is issued with the approval of the appropriate authority.

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

Deputy Director
Legal and Licensing Division
BTRC


Md. Raisul Islam
Deputy Director
Legal & Licensing Division
Bangladesh Telecommunication
Regulatory Commission