

ANNEX 8

AMENDED PSMR LICENSE

ANNEX

ANNEX 1

**FORM OF INDIVIDUAL LICENCE FOR PUBLIC ACCESS MOBILE RADIO
SERVICES INTENDED TO BE GRANTED TO [] BY THE
TELECOMMUNICATIONS REGULATORY AUTHORITY**

1. GRANT OF LICENCE

1.1 The Telecommunications Regulatory Authority (the “**Regulator**”) hereby grant the Bahrain Telecommunications Company B.S.C. (the “**Licensee**”) this License, under section 80(e) of the Telecommunication Law promulgated by Legislative Decree No. 48 of 2002, by virtue of which the Licensee is authorized to provide the telecommunications services described herein in the licensed area set out herein (the “**License**”).

1.2 This **License** shall be subject to the provisions herein stated, the Telecommunications Law and any regulations issued thereunder.

2. DEFINITIONS

2.1 For the purposes of this **License**—:

- a. A meaning or definition provided for any word, phrase or expression under the Telecommunications Law shall also be applicable to such word, phrase or expression in this license; unless the context requires otherwise.
- b. The following terms and expressions shall have the following meanings unless the context requires otherwise :

“**Affiliate**” means, as used with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, that person. In the case where one person owns, directly or indirectly, 50% or more of the share capital, voting rights, securities or other ownership interest of another person, both such persons shall be deemed an affiliate.

“**Closed user group**” means a group of persons (not being the general public) whose members subscribe for the licensed services and have a common identifiable interest that is independent of, and predates, the licensed services.

“**Control**” means, as applied to any person, the possession, directly or indirectly, of the power to direct or cause the direction of the management of that person, whether through ownership, voting or other means and “**controlling**” and “**controlled**” shall be construed accordingly.

“**Effective date**” means the date referred to in section 14.1.

“**Force Majeure**” means any cause affecting the performance by the Licensee of any obligation hereunder arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental or States’ acts or regulations, fire, flood, inclement weather, terrorism or any disaster or an industrial dispute (other than relating to the Licensee’s own workforce) affecting the provision of Licensed services. Any act, event, omission, happening or non-happening only will be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the Licensee, its officers, contractors, sub-contractors, agents, servants or employees.

“**Licensed area**” means the territory of the Kingdom of Bahrain.

“**Licensed services**” means all telecommunications services described in section 3.1.

“**Message**” means any data, two-way real-time speech or combination of them, but excludes writing, broadcasting, and real-time video.

“**Public access mobile radio services**” means telecommunications services that consist of the two-way conveyance of messages between the members of the same closed user group, by way of mobile radiocommunications, provided that such conveyance may not originate from or terminate on a public telecommunications network.

“**Structural separation**” means the division of an integrated telecommunications business of a licensee into two or more separate legal entities so that each entity independently performs distinct licensed telecommunications activities and owns and has day to day control of the assets and operational capabilities, including employees, by means of which such activities are carried out.

3. LICENSED SERVICES

3.1 The ~~licensee~~Licensee is authorised on a non-exclusive basis to provide public access mobile radio services in the licensed area. Nothing in the preceding sentence shall authorise the ~~licensee~~Licensee to provide any telecommunications service that would require a mobile telecommunications license.

3.2 The ~~licensee~~Licensee may, with the prior written approval of the Regulator, provide any or all of the licensed service through an affiliate or sub-contract the provision of any or all of the licensed services to another person; provided, however, that the ~~licensee~~Licensee shall continue to be fully liable for any obligation arising in relation to the provision of such licensed services. The Regulator may revoke its approval at any time by providing reasonable advance notice to the ~~licensee~~Licensee in writing. The prior written approval of the Regulator shall not be required if such affiliate is and remains wholly-owned by the ~~licensee~~Licensee, provided always that the Regulator shall be notified of such arrangement.

4. RELATIONS WITH SUBSCRIBERS

4.1 Without derogating from section 55 and section 56 of the Telecommunications Law, the ~~licensee~~Licensee shall publish a code of practice for subscribers affairs approved in writing by the Regulator, giving guidance to the ~~licensee~~Licensee's subscribers in respect of any disputes and complaints relating to the provision by the ~~licensee~~Licensee of the services.

4.2 The ~~licensee~~Licensee shall prepare an initial draft of the code of practice on subscribers affairs and submit it for review by the Regulator within three (3) months of the effective date.

4.3 The code of practice on subscriber affairs shall contain guidelines on the following issues:

- (a) complaints;
- (b) dispute settlement;
- (c) location of customer service departments;
- (d) quality of service;
- (e) provision of ancillary services;
- (f) other matters dealt with in the terms of service of the standard subscriber agreement referred to in section 4.5; and

(g) guidelines on service termination.

- 4.4 After approval of the code of practice by the Regulator, the licensee shall report to the Regulator on an annual basis (within one (1) month of the end of the licensee's accounting period) on the performance of the licensee in meeting the guidelines set out in the code of practice on subscribers affairs, and on the progress made in implementing the guidelines.
- 4.5 Within three (3) months of the effective date, the licensee shall submit to the Regulator for its review a form of standard agreement containing the terms for the provision of licensed services to subscribers (the "**standard subscriber agreement**"). The Regulator may raise objections and require the introduction of such modifications as the Regulator deems necessary. If no objections are raised or modifications required by the Regulator within thirty (30) days of the submission of such form, such form may be used by the licensee.
- 4.6 Any modifications to such agreement also are subject to the foregoing provisions. In addition, the Regulator may subsequently order the introduction of any modification to such agreement after it becomes aware of any fact or circumstance which requires such modification in order to safeguard the interests of subscribers.

5. TARIFFS OF LICENSED SERVICES

- 5.1 The licensee's tariffs for the provision of licensed services shall be subject to section 58 of the Telecommunications Law and any -regulation made thereunder.
- 5.2 Within three (3) months of the effective date, the licensee shall file, in a form to be agreed with the Regulator, the tariffs and the terms upon which it proposes to offer the licensed services in accordance with this license. Until such tariffs and terms have been approved in accordance with this license, the licensee's prevailing tariffs and terms shall remain in effect.
- 5.3 If the licensee wishes subsequently to change the tariffs for a licensed service, it must file the proposed change with the Regulator at least forty-five (45) days prior to the date on which it is proposing that the change is to come into effect.

5.4 The Regulator must approve or disapprove the tariffs of the licensed services within thirty (30) days from the date on which they are filed with the Regulator and in the case of disapproval, it shall notify the licensee Licensee of such disapproval stating the reasons therefor within such period. The Regulator may disapprove the proposed tariffs only if:

- (a) the calculations are incomplete, lack sufficient supporting documents or contain mathematical errors; or
- (b) the tariffs violate any other provision of this license, any regulation on tariff controls or any applicable law.

5.5 If the Regulator disapproves the tariffs filed in accordance with section 5.2 or 5.3, the licensee Licensee may re-file the tariffs for that licensed service with the Regulator in which case the procedure specified in section 5.4 shall apply.

6. BILLING

6.1 The licensee Licensee shall upon issuing any bill in respect of any licensed service ensure that every amount stated as due in the bill is no higher than the amount that represents the true extent of any such service lawfully provided by the licensee Licensee to the subscriber in question.

6.2 The licensee Licensee shall, no later than six (6) months from the effective date, establish a procedure to ensure the accuracy of its billing system in accordance with section 6.1 above which must be submitted for prior written approval to the Regulator within four (4) months from the effective date. The Regulator shall issue its decision with respect to such procedure within two (2) months of such submission.

6.3 The licensee Licensee shall keep such records as may be necessary or may be determined by the Regulator to be necessary for the purpose of satisfying the Regulator that the billing process has the characteristics required above and the licensee Licensee shall for purposes of this license retain all records for at least two (2) years from the date on which they came into being.

6.4 For the purpose of giving the Regulator assurance from time to time that the billing process meets the requirements of section 6.1, the licensee Licensee shall:

- (a) furnish the Regulator with any information it requires;

- (b) on reasonable notice, allow the Regulator (or any person authorised by the Regulator) access to any relevant premises of the licensee; and
 - (c) on reasonable notice, allow the Regulator (or any person authorised by the Regulator) to examine or test the whole or any part of the billing process.
- 6.5 The licensee shall, no later than twelve (12) months from the effective date, provide itemised billing information to any subscriber upon request in respect of the tariffs for any telecommunications services provided to such subscriber. If the Regulator permits the licensee to charge for itemised billing information, any such charge is subject to the prior written approval of the Regulator.

7. **RADIOCOMMUNICATIONS AND FREQUENCY ALLOCATION**

- 7.1 The licensee may apply to the Regulator for the right to use telecommunications frequencies or frequency bands in accordance with a frequency license to be granted under section 44 of the Telecommunications Law.
- 7.2 The licensee shall ensure that the radiocommunications equipment comprised in any of its radiocommunications stations is designed and constructed, used and maintained, so as not to cause any undue interference even when in use in compliance with the rules from time to time established by the Regulator.
- 7.3 The licensee shall not permit or suffer any person to use its radiocommunications equipment comprised in any of its radiocommunications stations unless the person is under the control of, and authorised by, the licensee.
- 7.4 The licensee shall ensure that all persons using its radiocommunications equipment comprised in any of its radiocommunications stations are made aware of the relevant terms of this license and any other applicable license and comply with such terms.
- 7.5 Without derogating from section 77 of the Telecommunications Law, the licensee shall permit any person authorised by the Regulator to have access to any of its radiocommunications stations and to inspect or test its radiocommunications equipment at any reasonable time or whenever an emergency situation exists, at any time, for the purpose of verifying compliance with the terms of the license, the provisions of the Telecommunications Law and regulations issued thereunder or for the purpose of investigat-

ing sources of radiocommunications interference.

8. INTEROPERABILITY AND TECHNICAL STANDARDS

8.1 The ~~licensee~~Licensee shall comply with relevant regulations and technical specifications issued by the Regulator in order to ensure interoperability of the licensed services and the telecommunications facilities of the ~~licensee~~Licensee with telecommunications networks and tele- communications services provided by other licensed operators to the extent technically feasible.

9. PRIVACY AND CONFIDENTIALITY

9.1 The ~~licensee~~Licensee shall use all reasonable endeavours to ensure the privacy and confidentiality of information and business secrets obtained in the course of its business from any person to whom it provides the licensed services by establishing and implementing reasonable procedures for maintaining privacy and confidentiality of such information subject to any requirement under law.

9.2 The ~~licensee~~Licensee shall maintain sufficient information on its privacy and confidentiality proce- dures to satisfy the Regulator, at its reasonable request, that the requirements of section 9.1 are being met.

9.3 The ~~licensee~~Licensee shall not use or allow to be used any apparatus which is capable of recording, monitoring, or intruding into calls unless it complies with applicable law.

10. ANTI-COMPETITIVE PRACTICES

10.1 Without derogating from section 65 of the Telecommunications Law, the ~~licensee~~Licensee shall not, alone or together with others, engage in or continue or knowingly acquiesce in any anti- competitive practices and, in particular, the ~~licensee~~Licensee shall:

- (a) not engage in anti-competitive cross-subsidization;
- (b) not abuse its dominant position;
- (c) not enter into exclusive arrangements with third parties for the location of its facilities that are required to provide any of the licensed services;
- (d) not enter into any agreements, arrangements or undertakings with any person, including

any supplier of services that compete with any of the licensed services, which have as their objective or cause the fixing of prices or other restraint on competition;

- (e) not use information obtained from competitors if the objective or effect of such use is anti-competitive;
- (f) make available to other licensed operators on a timely basis technical information about essential facilities and other commercially relevant information that is necessary for them to provide telecommunications service; and
- (g) not (whether in respect of the tariffs or other terms applied or otherwise) show undue discrimination against particular persons or persons of any class or description as respects the provision of any licensed service.

11. ACCOUNTING REQUIREMENTS

11.1 Within six (6) months of the effective date and on an ongoing basis, the ~~licensee~~Licensee shall in a manner to be approved in writing in advance by the Regulator, keep, draw up, submit to independent audit by an external auditor approved by the Regulator and present in written form, separate accounts for licensed telecommunications activities, to the extent that would be required if the licensed telecommunications activities in question were carried out by legally independent companies, so as to identify all elements of cost and revenue, with the basis of their calculation and the detailed attribution methods used, related to such licensed telecommunications activities, and the accounts shall include an itemised breakdown of fixed assets.

11.2 The Regulator may require the ~~licensee~~Licensee to submit other accounting information it may require in order to effectively supervise and enforce the terms of this license and the provisions of the Telecommunications Law and the regulations issued thereunder.

11.3 If the ~~licensee~~Licensee fails to comply with its obligations under section 11.1 or 11.2 or if the accounting system presented by the ~~licensee~~Licensee fails to achieve the objectives set forth in these subsections and the Regulator deems it necessary and appropriate in accordance with the provisions of section 3(c) of the Telecommunications Law, it may order the ~~licensee~~Licensee to implement ~~structural~~ separation within a period to be determined by the Regulator.

12. REQUIREMENT TO PROVIDE INFORMATION AND INSPECTION

12.1 Without derogating from section 53 and 77 of the Telecommunications Law, the ~~licensee~~Licensee is required to maintain such information as will enable the Regulator to carry out its functions under the Telecommunications Law in such manner as the Regulator may from time to time request. The Regulator shall have the right to request the ~~licensee~~Licensee to submit periodic reports, statistics and other data as well as request additional information in order to effectively supervise and enforce the terms of this license, the provisions of the Telecommunications Law and the regulations issued thereunder.

13. LICENSE FEES

13.1 The annual license fee for the initial year of the license from the effective date shall be BD [●].

13.2 The annual license fee for each subsequent year shall be [●]% of the gross annual turnover of the ~~licensee~~Licensee attributable to the licensed services, payable in advance using the gross annual turnover of the previous year and adjusted for any increase when the gross annual turnover for the current year becomes available.

13.3 The applicable annual license fee shall be paid to the Regulator in dinars:

- (a) within thirty (30) days of the effective date, for the period from the effective year up to the end of the calendar year during which the licensed is awarded, to be calculated on a pro rate basis; and
- (b) annually in advance no later than 31 January of each year thereafter.

14. DURATION AND RENEWAL

14.1 The effective date for this License is [●] (the “**effective date**”). It shall be valid for a for an initial term of fifteen (15) years.

14.2 The Regulator shall renew the license upon request by the ~~licensee~~Licensee for additional terms of ten

(10) years upon expiration of the current license term, provided that the ~~licensee~~Licensee is not, and has not been, in material breach of the license (in which case, the Regulator may veto renewal in accordance with section 30 of the Telecommunications Law).

15. MODIFICATION, REVOCATION AND TERMINATION

15.1 The license may be modified in any of the following ways at any time by:

- (a) wWritten agreement between the Regulator and the licensee Licensee:-

(b) ~~b~~By the Regulator if the Regulator determines that such modification is necessary to make the conditions of the licence consistent with terms being imposed generally in respect of all licences issued in the same category, for the purpose of ensuring fair competition between licensees in that category or to the extent necessitated by technological development, provided that the Regulator shall have:

i. ~~given the licensee~~Licensee six (6) months written notice of the proposed modification; and

ii. consulted with the ~~licensee~~Licensee;

(c) ~~an order of modification by the Regulator in accordance with section 35 of the Telecommunications Law;~~

(d) ~~a determination of the Regulator that such modification(s) is / are necessary to comply with the Telecommunications Law.~~

15.2 The ~~L~~icense may be revoked in any of the following ways at any time ~~by~~:

(a) ~~w~~Written agreement between the Regulator and the ~~licensee~~Licensee;:-

(b) ~~a~~An order of revocation by the Regulator in accordance with section 35 of the Telecommunications Law;:-

(c) ~~i~~f the ~~licensee~~Licensee is dissolved, or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefit of creditors.

15.3 The license shall automatically terminate upon the expiry of its term if it is not renewed in accordance with section ~~15~~4.2 above.

16. FORCE MAJEURE

16.1 If the ~~licensee~~Licensee is prevented from performing any of its obligations under this license because of ~~F~~orce ~~m~~Majeure the ~~licensee~~Licensee shall notify the Regulator of the obligations it is prevented from performing and the reason why as soon as practicable after it becomes aware of such ~~F~~orce ~~m~~Majeure.

16.2 The Regulator may suspend those obligations referred to under section 16.1 and the ~~licensee~~Licensee will not be liable to perform those obligations, for so long as the ~~f~~Force ~~m~~Majeure continues,

only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under this license or other reasonable precautions and the inability cannot reasonably be circumvented by the licensee Licensee at its expense through the use of alternate sources, work-around plans or other means.

17. DISPUTE RESOLUTION

17.1 All disputes between the licensee Licensee and the Regulator arising out of this license shall be resolved in accordance with the provisions of Chapter XVI of the Telecommunications Law.

17.2 The courts of the Kingdom of Bahrain shall have jurisdiction over disputes between the licensee Licensee and other licensees in connection with telecommunications activities which they are licensed to conduct, provided, however, that a party to such dispute may require the dispute to be referred to arbitration, in which case, unless the parties agree otherwise and provided that such agreement is not contrary to Chapter VII of the Civil & Commercial Procedural Law of 1971, the provisions of sections 67 to 71 of the Telecommunications Law shall apply *mutatis mutandis*.

18. COMPLIANCE

18.1 Without prejudice to the Regulator's powers under the Telecommunications Law and/or any other regulatory instrument, if the Licensee fails to comply with its obligations under this Licence, the Regulator may take such action as it deems necessary and appropriate in accordance with the provisions of Article 3(c), 35 and/or 65 of the Telecommunications Law (as appropriate).

18.19. NOTICES

18.19.1 All notices from the licensee Licensee to the Regulator and vice versa shall be in writing and sent by registered mail with acknowledgement of delivery to the following addresses:

If sent to the Regulator: [*insert address*]

If sent to the licensee Licensee: [*insert address*].

Either party may change his above address by notifying the other party in writing at least fifteen (15) days before such change takes effect.

