



REPUBLIC OF THE UNION OF MYANMAR

**Posts and Telecommunications Department
Ministry of Transport and Communications**

Network Facilities Service (Class) License

**Granted to:
Company Name**

Whose Principal Place of Business is:

Address

Granted on: dd-mm-yy

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PART I. License Terms

1. Grant of License

The Myanmar Telecommunications Regulator, with the approval of the Union Government, and with the permission of the Ministry of Transport and Communications, pursuant to Sections 8(a) of the Telecommunications Law, in the exercise of the authority conferred upon it by Section 9 of the Telecommunications Law, hereby grants this Licence to **Company Name** to provide the services specified in Section 2, subject to the Telecommunications Law, the Applicable Regulatory Framework and the Conditions specified herein.

2. Scope

This License grants the Licensee the right, subject to the Law, the Applicable Regulatory Framework and the Conditions contained below, to provide Network Facilities Services (Class), to construct, maintain and operate Network Facilities for lease of such infrastructure Network Facilities Service (Individual) Licensee or solely for the self-provision of Telecommunications Services that are not available for sale or hire in accordance with the terms and conditions set forth in this License, the Applicable Regulatory Framework and the Law.

3. Interpretation

Headings and titles used in this License are for reference only and shall not affect the interpretation or construction of this License. The plural and singular forms of words shall have the same meaning. The terms below shall have the following meanings for purposes of this License only. To the extent that a term is capitalized in this License and not defined below, the term is defined in the Law or Applicable Regulatory Framework.

- a) "Condition" means the obligations specified within this License to which the Licensee is subject.
- b) "Competition Rules" means the rules adopted by the Ministry relating to competition in the telecommunications sector.
- c) "Effective Date" means the date that this License goes into effect and the Licensee is authorized to provide Telecommunications Networks and Services described herein.
- d) "Force Majeure Event" means an event beyond the Licensee's control, such as by war, terrorism, insurrection, civil commotion, public health emergencies, major labor unrest (other than disputes solely between the Licensee and its employees) or any man-made disasters or any natural disasters, such as fire, flood, cyclone or earthquake.
- e) "Licensing Rules" means the rules adopted by the Ministry relating to licensing of Telecommunications Services and Telecommunications Equipment.

4. Duration

This License is valid and effective from **dd-mm-yy** (Effective Date) and shall remain in effect until:

- a) the end of 15 (fifteen) years from the Effective Date of **dd-mm-yy**.

- b) any date on which this License terminated pursuant to the License Conditions and Licensing Rules; or
- c) any date on which the Licensee surrenders this License in accordance with the License Conditions and Licensing Rules.

5. Renewal

Renewal of this License shall be made in accordance with the procedures set forth in Sections 18 and 19 of the Licensing Rules. In particular:

- a) a request for renewal must be made no more than twenty-four (24) months and no less than twelve (12) months prior to the License expiry date; and
- b) the Department shall only refuse to renew this License pursuant to the criteria and processes set out in Section 19 of the Licensing Rules.

PART II. General License Conditions

6. Authorized Activities

- a) The Licensee is authorized to:
 - i. construct, deploy and maintain passive Telecommunications Network infrastructure and to lease such infrastructure to an NFS(I) Licensee. The Licensee is not restricted from leasing its infrastructure to multiple entities on a shared basis, to a single entity or to third party non-Licensees provided that such leasing is permitted under the laws and rules of Myanmar; and/or
 - ii. to construct, deploy and maintain a Telecommunications Network solely for the self-provision of Telecommunications Services and not available for sale or hire.
- b) The Licensee shall construct, maintain and operate the Network Facilities and Telecommunications Services described in Schedule A of this License.

7. Expansion of Additional Activities

- a) Pursuant to Section 3 and Section 17 of the Licensing Rules, the Licensee shall submit a written notification to the Department at least 30 (thirty) days prior to engaging in new or additional Telecommunications Services beyond those described in Schedule A of this License.
- b) The submission of a notification to the Department is only required to introduce additional activities authorized by the Network Facilities Service (Class) License.

8. License Modification, Surrender, Suspension and Termination

The Licensee is subject to the rights and obligations set forth in Sections 21, 22 and 23 of the Licensing Rules regarding modification, surrender, suspension and termination of this License.

9. Assignment and Delegation

Unless the Department provides prior written approval, the Licensee shall not:

- a) sub-license, assign or grant any right, interest, entitlement, or delegate any right or obligation arising under this License; or
- b) transfer this License to any other Person.

10. Transfer of Control

- a) Pursuant to Section 20 of the Licensing Rules and Part VI of the Competition Rules, the Licensee shall not transfer a Controlling Interest of the Licensee and its operations without obtaining prior written approval from the Department.
- b) Transfer of a Controlling Interest in the Licensee and its operations to a Foreign Person shall be subject to Union Government approval, pursuant to Section 9 of the Licensing Rules.

PART III. Compliance Conditions

11. Compliance with Legal Obligations

The Licensee shall comply with all of the following legal obligations, but in the event of an irreconcilable conflict between or among them, shall comply in the order of precedence specified below:

- a) The Licensee shall comply with all applicable Primary Legislation, including:
 - i. any international agreements relating to telecommunications to which the Republic of the Union of Myanmar is a party;
 - ii. the Telecommunications Law; and
 - iii. any other legislation in effect in the Republic of the Union of Myanmar to which the Licensee is subject.
- b) The Licensee shall comply with the Applicable Regulatory Framework, including:
 - i. any rules and regulations issued by the Ministry with the approval of the Union Government pursuant to Section 88(a) of the Telecommunications Law;
 - ii. any notifications, orders, directives, instructions and procedures issued by the Ministry and any orders and directives issued by the department pursuant to Section 88(b) of the Telecommunications Law; and
 - iii. any codes of practice issued by the Department pursuant to Section 83 of the Telecommunications Law.
- c) The Licensee shall comply with the Conditions of this License and of any associated license granted to it by the Department.

12. Provision of Information

- a) Subject to a written request by the Department pursuant to Section 36 of the Licensing Rules, the Licensee shall provide the Department with any information required by the Department to reasonably discharge its functions under the Telecommunications Law.
- b) The Licensee may submit a written request for confidential treatment of information submitted to the Department. The Department shall give due regard to the confidentiality of commercially sensitive information submitted by the Licensee, and shall notify the Licensee in any case in which the Department proposes to disclose information for which the Licensee has requested confidential treatment.

13. Permission to Inspect

The Licensee shall permit the Department to enter the Licensee's premises and facilities, subject to the Licensee's rights and obligations set out in Section 38 of the Licensing Rules.

14. Contravention and Enforcement

The Licensee shall be subject to all rights and obligations relating to any contravention and enforcement measures set forth in the Telecommunications Law, Licensing Rules and other applicable laws and rules.

PART IV. Data Privacy Conditions

15. Protection of Privacy of Communications and Personal Data

Pursuant to Section 17 of the Telecommunications Law, the Applicable Regulatory Framework and any relevant legislation or rules, the Licensee shall:

- a) implement all reasonable measures to protect the privacy and confidentiality of all Telecommunications that originate and/or terminate in the Republic of the Union of Myanmar;
- b) implement all reasonable measures to protect the personal data and proprietary information obtained in the course of business;
- c) not intercept or disclose the content of any Telecommunications, except in compliance with a request by the Union Government for lawful interception of personal data and communications of End Users pursuant to Section 75 of the Telecommunications Law, the Applicable Regulatory Framework and relevant legislation.

PART V. Financial Conditions

16. Fees

- a) The Licensee shall pay an annual regulatory fee of 0.5% of Relevant Revenues or MMK 1,500,000 (per license) whichever is higher due each year within ninety (90) days of the anniversary of the Effective Date of this License.

- b) In order to provide additional services specified pursuant to Condition7 of this License, the Licensee shall pay to the Department MMK 1,250,000 with the submission of notification and/or Application.
- c) In order to renew the License pursuant to Condition5 of this License, the Licensee shall pay to the Department a renewal fee MMK 12,500,000 with the submission of the renewal Application.
- d) Pursuant to Section 81 of the Telecommunications Law and Section 24 of the Licensing Rules, the Licensee shall pay any other fees as determined by the Ministry.

17. Accounts and Records

- a) The Licensee shall maintain operating report and accounting records and submit those operating report and accounting records to Posts and Telecommunications Department on a quarterly basis to enable the Licensee to accurately determine its expenses, investments, revenues and financial position in accordance with generally accepted accounting principles
- b) The Licensee shall submit an audited financial statement to the Department within ninety (90) days of the anniversary of the Effective Date of this License. The audited financial statement shall:
 - i. be based on the prior year's records;
 - ii. include the Licensee's balance sheet and statement of operations, equity and cash flows; and
 - iii. be accompanied by a letter from an independent auditor stating that the Licensee's financial statement represents the financial position presented by the Licensee and was prepared in accordance with the standard specified in Condition 17(a).
- c) The Licensee shall keep all financial records for at least five (5) years from the end of the financial period.

PART VI. Technical Conditions

18. Compliance with Technical Standards

- a) Pursuant to Chapter VIII of the Telecommunications Law and the Applicable Regulatory Framework, the Licensee shall comply with all technical standards for Network Facilities and Telecommunications Equipment deployed, operated, leased or sold for purposes of this License.
- b) In the absence of technical standards issued by the Department, the Licensee shall deploy, operate, lease and sell Network Facilities and Telecommunications Equipment that:
 - i. comply with technical standards adopted by a recognized international standard-setting body (such as the Institute of Electrical and Electronic Engineers and the European Telecommunications Standards Institute);
 - ii. are routinely used by providers of Telecommunications Services in other countries;

- iii. have been used, for at least one calendar year, by any Person that holds a Controlling Interest in the Licensee; or
- iv. the Department has specifically approved.

PART VII. Competition Conditions

19. Prohibition on Conduct that Constitutes a Lessening of Free Competition

The Licensee is subject to and shall comply with the Competition Rules, including the prohibition on engaging in any conduct which has the effect of lessening of free competition in the telecommunications market.

20. Prohibition on Anti-Competitive Agreements

Pursuant to the Competition Rules, the Licensee shall not enter into any understanding, agreement, or arrangement with any person, department or organization which provides for price fixing, market sharing or boycotting of a competitor, supplier or another Licensee.

21. Compliance with Other Requirements

The Licensee shall comply with all codes of practice, notifications, orders, directives, instructions and procedures issued by the Department or Ministry, pursuant to Section 88(b) of the Telecommunications Law, the Competition Rules and any other applicable law relating to:

- a) The prohibition of anti-competitive practices; or
- b) The procedures for obtaining approvals for merger or acquisition in the telecommunications market that may have the effect of lessening of free competition in the telecommunications market.

22. Unfair Trade Practices

The Licensee shall not engage in any improper, unethical or unscrupulous practice that provides, or is likely to provide, the Licensee with a competitive advantage for itself or an Affiliate in any Telecommunications Service or Telecommunications Equipment market in the Republic of the Union of Myanmar for reasons unrelated to the availability, price or quality of the service or good that the Licensee or its Affiliate offers.

PART VIII. Final Conditions

23. Force Majeure

- a) If the Licensee, despite reasonable efforts, is prevented or delayed from complying with any of the Conditions of this License by any Force Majeure Event, the Licensee shall notify the Department, as promptly as reasonably practicable, and in any case within twenty-one (21) days after the Force Majeure Event has occurred, of:

- i. the nature, expected duration and expected effects of the Force Majeure Event;
 - ii. the specific Conditions of this License with which the Licensee cannot comply; and
 - iii. the measures the Licensee is taking to overcome the consequences of the Force Majeure Event.
- b) The Department shall not take enforcement action against a Licensee for failure to comply with any Condition of this License with which the Licensee, despite making all reasonable efforts, was unable to comply as result of the Force Majeure Event.
- c) The Licensee shall take all commercially reasonable measures to resume service as soon as the Force Majeure Event ceases.

24. Notices

Unless the Department and the Licensee mutually agree otherwise:

- a) Notices from the Department to the Licensee under this License shall be in writing and shall be sent by registered post to the address shown on the cover page of this License to the attention of the Chief Executive or such other officer as the Licensee may designate;
- b) Notices to the Department from the Licensee under this License shall be in writing and shall be sent by registered post to the Director of the Department or to such other officer as the Department may designate.

25. Severability

Every Condition of this License shall be construed as a separate and severable provision so that if any Condition or part thereof is determined to be invalid or unenforceable, the remainder of this License shall remain in full force and effect.

Director General
Posts and Telecommunications Department
Ministry of Transport and Communications

Schedule A. Authorized Network Facilities

The **Company Name** is permitted to engage in the following activities authorized by the Network Facilities Service (Class) License:

- a) Construction, deployment and maintenance of any type of passive network infrastructure;
 - I. Towers
 - II. Masts
 - III. Ducts
 - IV. Trenches
 - V. Poles
 - VI. Dark fiber
 - VII. Radio equipment installed to send, receive and route communications
- b) Construction, deployment and maintenance of Telecommunications Networks and the self-provision of Telecommunications Services used solely for internal communications