

THE UNITED REPUBLIC OF TANZANIA
TANZANIA COMMUNICATIONS REGULATORY AUTHORITY



LICENCE GRANTED UNDER

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

**THE TANZANIA COMMUNICATION REGULATORY AUTHORITY ACT, CHAPTER
172 OF THE LAWS OF TANZANIA**

BY THE TANZANIA COMMUNICATIONS REGULATORY AUTHORITY

TO

FOR

**THE PROVISION OF APPLICATION SERVICES
IN THE UNITED REPUBLIC OF TANZANIA**

DATE:

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

1.0 DEFINITION

In this licence, unless stated otherwise or the context otherwise requires:

- 1.1. **“Acts”** means the Electronic and Postal Communications Act, Chapter 306 of the Laws of Tanzania and the Tanzania Communications Regulatory Authority Act, Chapter 172 of the Laws of Tanzania.
- 1.2. **“Application Services”** means the reselling of electronic communication services to end users;
- 1.3 **“Authority”** means the Tanzania Communications Regulatory Authority;
- 1.4. **“Licence”** means authority to provide application services;
- 1.5 **“Licensee”** means -----.

2.0 SCOPE OF THE LICENCE

- 2.1 In accordance with Section 14 of the Electronic and Postal Communications Act, Chapter 306 of the Laws of Tanzania and Section 6 of the Tanzania Communications Regulatory Authority Act, Chapter 172 of the Laws of Tanzania, the Authority hereby grants a licence to ----- to provide Application Services in the United Republic of Tanzania.
- 2.2 The Licensee is authorized to operate in the United Republic of Tanzania and provide Application services as contained in **Appendix I - Roll out Plan**.
- 2.3 The Licensee shall be required to submit annually to the Authority updated roll out plans on the provision of its services provided in terms of this licence.

3.0 DURATION AND RENEWAL OF THE LICENCE

- 3.1 This Licence is granted on _____ (the Effective Date) for a period of 5 years (“the licence period”).

- 3.2 One year prior to the expiry of the Licence period, the Licensee shall apply to the Authority for the renewal of this Licence.
- 3.3 The Authority shall renew the Licence in accordance with the Acts, on substantially the same terms and conditions as those applicable to the Licensee during the preceding Licence period provided that the licensee has not been in material breach of the Licence conditions.
- 3.4 The Licence shall terminate upon expiry of the Licence period if it is not renewed.

4.0 OWNERSHIP AND CORPORATE OBLIGATION

- 4.1 The Licensee's shareholding structure shall be as contained in **Appendix II: Share holding Structure**.
- 4.2 The Licensee shall comply with the following conditions on ownership:-
 - 4.2.1 to notify the Authority in writing of any changes to its ownership and control structure;
 - 4.2.2 to notify the Authority of any joint venture into which it enters with any:-
 - (a) person; or
 - (b) entity holding a licence issued by the Authority.

5.0 LICENCE FEES

The Licensee shall in respect of the Application Services Licence be required to pay the Authority the following:-

- 5.1 Application fee of _____
- 5.2 Initial Licence fee of _____
- 5.3 Annual Fee of _____

6.0 AUDITED ACCOUNTS

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

7.0 COMPLIANCE WITH THE LAW

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

8.0 COMPLIANCE WITH REGULATORY REQUIREMENTS

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

9.0 PROVISION OF APPLICATION SERVICES

9.1 The Licensee shall provide application services in accordance with the applicable recommendations of National and International standards.

9.2 The Licensee shall not be required to provide application services where in the Authority's view it is not reasonable to require the Licensee to provide the services, including, but not limited to the following circumstances:

9.2.1 where it is beyond the Licensee's control;

9.2.2 where it would expose any person engaged in provision of the application services to undue risk to health or safety; or

9.2.3 where it is not reasonably practicable.

10.0 INDEMNITY

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

11.0 REQUIREMENT TO PROVIDE INFORMATION

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

11.2. The Licensee shall be required to submit to the Authority on an annual basis within 90 days immediately after the end of the financial year of the Licensee the following information:-

11.2.1 annual reports;

11.2.2 audited financial statements;

11.2.3 geographical and population coverage.

12.0 SAFETY MEASURES

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

13.0 UNIVERSAL SERVICE OBLIGATION

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

14.0 HUMAN RESOURCE DEVELOPMENT

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

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

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

15.0 CONFIDENTIALITY OF CUSTOMER INFORMATION

The Licensee shall not disclose any information about any of its customers to any third party except to the extent that such information is required:-

15.1 for the purposes of debt collection by the Licensee from the customer concerned;

15.2 for statistical or research purpose provided the information is in such a way that it does not link to a particular customer;

15.3 by the Licensee's auditors for the purpose of auditing the Licensee's accounts;

15.4 by the Licensee's attorney(s) in connection with any potential, threatened or actual litigation between the Licensee and the customer concerned;

- 15.5 by the Authority for the purpose of performing its functions under the Acts;
- 15.6 by an order of the court in respect of legal proceedings between the customer and another party pending in court.

16.0 MODIFICATION OF LICENCE

- 16.1 Modification of the terms and conditions of this Licence together with its Appendices may only be made by written agreement between the Licensee and the Authority.
- 16.2 Each party shall give due consideration to the request for an amendment by the other party.

17.0 MAJORITY OWNERSHIP

The Majority Shareholder of the Licensee shall not transfer, assign any beneficial interest in dispose of or in any manner alienate its share ownership in the Licence for a period of five (5) years after the commencement of the licensed services without the prior written consent of the Regulatory Authority.

ISSUED AT DAR ES SALAAM ON THIS DAY OF

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

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IN THE PRESENCE OF THE SECRETARY TO THE BOARD

APPENDIX I: ----- ROLL OUT PLAN

No	Type of Service	Status	Plan /Time Frame	Area
1				
2				
3				
4				
5				

APPENDIX II: ----- SHAREHOLDING STRUCTURE

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