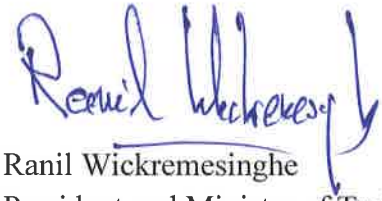


**LICENCE TO OPERATE A TELECOMMUNICATIONS SYSTEM UNDER SECTION 17 (2) OF THE SRI LANKA TELECOMMUNICATIONS ACT NO.25 OF 1991 AS AMENDED BY SRI LANKA TELECOMMUNICATIONS (AMENDMENT) ACT NO.27 OF 1996.**

1. I, Ranil Wickremesinghe , President of the Democratic Socialist Republic of Sri Lanka and in my capacity as Minister in Charge in the exercise of the powers conferred on me under section 17 (2) of the Sri Lanka Telecommunications Act No. 25 of 1991, as amended by Act No.27 of 1996 (hereinafter referred to as “the Act”) hereby grant to **Lanka Education and Research Network** a company duly incorporated in the Democratic Socialist Republic of Sri Lanka under the Companies Act No.7 of 2007 (hereinafter referred to as “the Operator”), a License to operate a telecommunication system specified in Schedule 1 (hereinafter referred to as the “Licensed System”) and authorize the Operator to do all or any of the acts specified in Schedule 2 subject to the Conditions set out in Schedule 3 and for revocation as provided in Schedule 4.
2. This License shall come into force on **01<sup>st</sup> September 2021** and shall be of **05 years** duration unless previously revoked in accordance with Schedule 4.
3. This license may be modified from time to time in terms of Section 18 of the Act.
4. The provisions of the Act and all Rules and Regulations made there under shall apply to the Operator for all purposes.

02.03.2023



Ranil Wickremesinghe  
President and Minister of Technology

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## **SCHEDULE 1**

### **THE LICENSED SYSTEM**

1. The Licensed System consists of a Telecommunication System, which provides Internet Services, and
2. The Licensed System shall not include:
  - (a) any Telecommunication System in respect of which a licence is not required under the Act, and
  - (b) any Telecommunication System in respect of which a licence has been issued to another person.

## SCHEDULE 2

### **AUTHORISATION TO CONNECT OTHER TELECOMMUNICATION SYSTEMS AND APPARATUS TO THE LISENSED SYSTEM AND TO PROVIDE TELECOMMUNICATION SERVICES BY MEANS OF THE LICENSED SYSTEM**

1. Nothing contained in this licence shall preclude the Operator from obtaining any other licence for the purpose of carrying on any activity for which a person is required to obtain a licence under the provisions of the Act or any other enactment. Subject to that limitation and without causing prejudice to the Act, this licence authorizes the connection to the System of:
  - (i) any other telecommunication systems of the Licensed System;
  - (ii) any telecommunication system which is outside Sri Lanka which the Commission has notified the Operator as being a system which may, or as the case may be, may continue to be connected to the Licensed System;
  - (iii) any telecommunication system in Sri Lanka the License for which authorizes connection to the Licensed Systems; and
  - (iv) telecommunication apparatus which is of a type approved by the Commission under the Act.
2. This license authorizes the provision of Internet Services by means of the licensed system.
3. This licence for all purpose is only a service licence and do not give any right to scarce resources, such as Radio Spectrum, Rights of Way, Numbering etc. The licensee shall not be able to establish its own transmission facilities but may lease/use transmission facilities of the other licensed operators.

## **SCHEDULE 3**

### **LICENSE CONDITIONS**

#### **PART I: BASIC OBLIGATIONS**

##### **1. GENERAL**

- 1.1 The Operator shall comply with the provisions in the Act and all Regulations, Rules, Orders, Determinations, Guidelines made there under.
- 1.2 The Operator shall not provide any other telecommunication service other than Internet service as set out in Schedule 2 by the means of a Licensed System as set out in Schedule 1.

##### **2. Directions by the Commission**

The Operator shall comply with any Directions, issued by the Commission from time to time under this license or in the exercise of its powers and duties specified in the Act.

##### **3. Installation, Networking and Operation of the Licensed System**

- 3.1 The Operator shall be responsible for installation, networking and operation of all the equipment to provide the services as described in Schedule 2. The Operator shall supply all necessary literature, drawings, and installation materials regarding the equipment installed for the commissioning of the services. The Operator shall supply all the tools, test instruments and other accessories to the testing party of the Commission for conducting the tests.
- 3.2 The Operator shall maintain the Licensed system in proper working order, in accordance with such standards conforming to international norms and standards as may be specified by the Commission from time to time, and improve and expand the Licensed system in accordance with the development plan approved by the Commission. The Operator shall not utilize used equipment in the Licensed system without the prior written authorization of the commission.
- 3.3 The Operator shall, after consulting with the Commission on the development goals of the Government, draw up a Development Plan in accordance with the planning objectives specified by the Commission. The Development Plan may include extension of the network defined in Schedule I to cover any part of Sri Lanka provided that the plant and the assets essential for such extension, investment values thereof, and the configuration of the extended network showing the switching nodes and the information relating to the interconnecting trunks are indicated separately. The Development Plan shall cover such period as may be agreed between the Commission and the Operator and shall be reviewed and renewed at such intervals as may be agreed between the Commission and the Operator. For the duration

of the Development Plan, the Operator shall be obliged to implement it according to its terms except to the extent that the Commission agrees to any modifications in it.

- 3.4 When the Development Plan is submitted to the Commission for approval, it may approve it or make such revisions to it as it considers necessary. In taking such a decision on the Development Plan, the Commission shall take into account the financial and technical resources that can reasonably be expected to be available to the Operator during the period of the Plan.

In the case of minor deviations, the Operator may amend the Development Plan, provided such amendments together with supporting reasons are communicated to the Commission under recorded delivery at least eight weeks prior to implementation of such amendments and the Commission agrees to such amendments.

#### **4. Payment of Fees**

- 4.1 The Operator shall make during the currency of the License, on or before 31<sup>st</sup> January of each year the fees as set out below.
- (a) a licence fees as may be determined by the Commission.
  - (b) a Cess imposed under Section 22 G of the Act.
- 4.2 If the Operator fails to make the payments by the 31<sup>st</sup> of January as specified in paragraph 4.1(a) Operator shall be required to pay an additional charge as may be determined by the Commission.
- 4.3 The Operator shall comply with any direction issued by the Commission from time to time re computation, collection and remittance of the fees set out in condition 4.1(b) above.

### **PART II: TECHNICAL OBLIGATIONS**

#### **5. Changes to the System**

- 5.1 The licensee shall give notice in writing to the Commission and shall notify all parties affected of any changes it intends to implement in the specification or performance of the systems, which would require changes to any equipment connected to the system, the period of notice in consultation with the Commission, shall be appropriate to the likely impacts on the parties affected.
- 5.2 The Operator shall obtain the prior approval of the Commission before implementing such changes, where the Commission considers proposed changes to the licensed system referred to in paragraph 5.1 would cause another licensed Operator of the Commission has to make

major changes in its own network in order to maintain the interoperability with the system of the Operator.

- 5.3 The Operator shall provide to the Commission the information required by the concerning any proposed changes to the equipment or software within the licensed system, which are capable of rendering services other than internet services.

### **PART III: INTER OPERATOR OBLIGATIONS**

#### **6. Interconnection and Access**

- 6.1 The Operator shall have access, to the telecommunication systems operated by other Licensed Operators including public Internet Service Providers in Sri Lanka. The terms and conditions of interconnection and or access shall be commercially negotiated between the Operator and other Licensed Operators.
- 6.2 The Operator shall keep the Commission informed of the nature and quality of the traffic carried over interconnection which is subject to the provisions of the Act and this Licence. In the event that the parties fail to reach agreement, the matter shall be determined by the Commission.
- 6.3 The Operator shall not accept international incoming traffic from Licensed Operators, which is to be channeled to other networks of Licensed Operators through the interconnection links of the Licensed System.
- 6.4 In connecting the service or telecom apparatus to a public telecommunication network operated under the License granted under the Act, the Operator shall comply with any technical specification prescribed by the Commission for the purpose of ensuring technical compatibility and avoiding technical harm to the network.

### **PART IV: COMMERCIAL OBLIGATIONS**

#### **7. Prices for Services**

- 7.1 The Operator shall lodge with the Commission a notice of tariffs (eg. new, revision or an amendment), which sets out in relation to each kind of service that the Operator proposes to offer:
- a. a description of the service;
  - b. details of the nature and quantum of charges payable for the service,



- c. the method adopted for determining the charges,
  - d. terms and conditions applicable for the provision of the service, and
  - e. period of applicability
- 7.2 The Operator shall include in the notice of tariff the reasons for a change in different category of tariffs in the same tariff plan.
- 7.3 The notice of tariff shall be precise and adequate in its details to be used to work out the nature and quantum of charges payable for the supply of a particular service.
- 7.4 The notice of tariff lodged with the Commission as per 7.1 above shall not be offered to the public without the written approval of the Commission.
- 7.5 The operator shall comply with any directions issued by the Commission on prices for services including forbearance of approval of tariffs.
- 7.6 The Operator shall not impose any terms and conditions for the provision of any specified service until the Commission has approved such terms and conditions.
- 7.7 The Operator shall provide the specified service according to the charges, terms and conditions so approved by the Commission and shall not depart from them without prior written approval of the Commission of the proposed charges, terms and conditions.
- 7.8 The Operator shall publish in a manner and at the times specified in paragraph 7.9 the charges, terms and conditions upon which it offers to provide the specified telecommunications service in discharge of the obligation undertaken by the Operator under this License.
- 7.9 Publication shall be effected by:
- a. placing as soon as practicable thereafter a copy thereof in a publicly accessible part of every office of the Operator in such manner and in such place that is readily available for inspection free of charge by members of the general public during such hours as the Commission may prescribe.
  - b. sending a copy thereof or such parts thereof as are deemed appropriate to any person who may request such a copy or persons affected by it.
- 7.10 Where the Operator publishes a notice of amendment / revision to a charge in the form of an extract from the Operator's price list the new price shall be clearly identifiable, and the operative date specified.

## **8. Separate Accounts for Certain Activities**

- 8.1 The Operator shall establish from the beginning accounting and reporting arrangements sufficient to enable the Operator's finances in relation to the various licensed services and activities not requiring a Licence to be assessed and reported on separately from the other activities of the Operator.
- 8.2 The Operators shall comply with accounting and reporting arrangements required by the Commission.
- 8.3 The Operator shall:
- (a) Maintain accounting records in such a form that the activities of the systems Business and the Apparatus Supply Business are separately identifiable or separately attributable in the books of the Operator, being records sufficient to show and explain the transactions of each of those Businesses:
  - (b) Prepare in respect of each financial year of the Operator, or of such lesser periods as the Commission may specify but not more frequently than quarterly, accounting statements setting out, and in the case of yearly statements fairly presenting the costs (including capital costs), revenue and financial position of each of those Businesses, Service and Region wise and including a reasonable assessment of the assets employed in and liabilities attributable to each of them and showing separately, in the case of yearly accounting statements, the amount of any material item of revenue, cost asset or liability which has been either:
    - (i) charged from or to any other business of the Operator together with a description of the basis of the value on which the charge was made; or
    - (ii) determined by apportionment or attribution from an activity common to the business and any other business of the Operator and, if not otherwise disclosed, the basis of the apportionment or attribution;
  - (c) procure in respect of each of the accounting statements prepared in respect of a financial year of the Operator a report by the Auditor stating whether in his opinion that statement is adequate for the purposes of this Condition; and
  - (d) deliver to the Commission a copy of each of the accounting statements and of the reports relating thereto required under sub-paragraph (b) and (c) not later than six months after the end of the period to which they relate.

For the purposes of this paragraph the cost of any business does not include profits of that business.

8.4 Accounting statements prepared under paragraph 8.3 (b) in respect of each financial year shall be prepared in the formats and in accordance with the accounting principles and rules which apply to the annual accounts of the Operator and shall state the accounting policies used.

## **9. Ownership, Shareholding and Management Arrangements**

9.1 The Operator shall inform the Commission within 5 days of any change in,

(a) The post of the Chairman and Board of Directors or Chief Executive Officer

(b) The ownership of any share or interest in the licensee which would result in any person (the acquiring party) owning whether legally or beneficially more than 20% of the voting shares of the licensee.

9.2 The Operator shall obtain the prior approval of the Commission for change of Ownership of any shares of the Operator company, which would result in any or group of persons (the acquiring party) owning whether legally or beneficially more than 50% of the voting shares of the Operator or controlling Interest of the Operator.

9.3 The notification given by the Operator pursuant to 9.1 (b) and 9.2 shall include the details of the change of ownership including the name of the acquiring party and the percentage holding of the acquiring party prior to the acquisition, if any, and the percentage holding of the licensee the acquiring party would own after the acquisition.

9.4 The Operator shall at all times own and operate the Licensed System and shall not without the prior consent of the Commission transfer, sell, lease or assign to any person, the whole or part of the Licensed System.

## **10. Prohibition on Undue Preference and Undue Discrimination**

10.1 The Operator shall not (whether in respect of the charges or other terms or conditions applied or otherwise) engage in conduct of undue preference for someone or undue discrimination against a particular person or persons of any class or description.

10.2 Any question relating to whether any act done or course of conduct pursued by the Operator is tantamount to such undue preference or such undue discrimination shall be determined by the Commission, but nothing done in any manner by the Operator shall be regarded as undue preference or undue discrimination if and to the extent that the Operator is required to do that thing in that manner by or under any provision of this License, or where the Operator gives any discount to its large customers provided that such concessions are extended without discrimination to all customers falling within this respective category.

## **11. Mergers Acquisitions and Takeovers**

11.1 If the Operator or an Associate of the Operator enters into an agreement, arrangement or understanding which has an effect of restricting, lessening or preventing maintenance of effective competition in the market

- (a) with any person or persons for the establishment, control or acquisition of control of any company for the purpose of operating a Telecommunication system which requires a license under the Telecommunications Act
- (b) for the establishment of a partnership for any of the purpose or in any of the circumstances referred to in paragraph (a);
- (c) the nature of a joint venture for any of the purposes or in any of the circumstances referred to in paragraph (a) ; or
- (d) for the acquisition of, an interest of fifteen percent (15%) or more in, another Operators internet service including broadband services for any of the purposes or in any of the circumstances referred to in paragraph (a)

should notify the Commission in writing not less than sixty (60) days before any such agreement or understanding is to take effect, giving particulars of that agreement, arrangement or understanding for the approval of the Commission.

11.2 If the agreement, arrangement or understanding required to be notified to the Commission pursuant to clause 11.1 has the purpose or is has or is likely to have the effect of substantially lessening, preventing or restricting competition in a market for telecommunications services in Sri Lanka, the Commission may, by notice in writing to the Operator, direct the Operator to take such action specified in the notice as the Commission considers necessary to prevent the agreement, arrangement or understanding from having the effect of substantially lessen, prevent or restrict competition in the market .

11.3 Before a notice is issued under clause 11.2 the Operator and other interested parties shall be allowed a reasonable opportunity to make representations to the Commission in relation to the agreement, arrangement or understanding.

## **12. Associates**

12.1 Where any Associate of the Operator does anything which the Operator is prohibited from doing under the License or fails to do anything which the Operator is required to do under the License, the Operator shall take such reasonable steps to ensure that the Associate takes such remedial steps to rectify the consequences of the commission or omission as the case may be, as directed by the Commission.

For avoidance of doubt this does not allow the Operator to assign transfer, lease or dispose the establishment and operation of the license system or part of the license system to the Associate.

- 12.2 For the purposes of this Condition a person is an Associate of the Operator:
- (a) if it is a Subsidiary of, or is another body corporate in which the Operator has a substantial interest, or
  - (b) it is a holding company of the Operator or controls the Operator, or
  - (c) is a subsidiary of a Holding company which owns or controls or has a substantial interest in the Operator.

### **13. Competitive Safeguards**

- 13.1 The Operator shall not engage in any Anti-competitive Practice
- 13.2 The Operator shall not enter into any agreement, arrangement or understanding with any person concerned in the ownership, operation or maintenance or supply of goods or services which has the purpose or has or is likely to have the effect of precluding or restricting the provision of Internet Services by another licensed operator.
- 13.3 The Operator may be declared by the Commission to be in a Dominant position if, in Opinion of the Commission, the Operator is able to act in a market in which essential telecommunications infrastructure is used or provided or Internet Service is provided without significant competitive restraint from its competitors and customers.

The Commission may from time to time, following due consultation with interested parties, issue rules for the purpose of providing practical guidance in respect of declaration of Dominant Operator status.

- 13.4 A Dominant Operator shall not, except with the prior written consent of the Commission:
- a. Enter into any Linked Sale,
  - b. offer a bundle comprising one or more Dominant Services together with one or more other services which are not Dominant Services, unless approved by the Commission permitted in accordance with a class exemption issued by the Commission,
  - c. enter into exclusive dealing arrangements
  - d. discriminate between particular persons or persons of any class or description who acquire a service from the Dominant Operator or who provide a service to the

Dominant Operator, whether in respect of the charges or other terms or conditions of supply or otherwise, or

- e. allow any cross -subsidy to occur:
  - i. between the Dominant Operator and any Associate,
  - ii. between the Internet services of the Dominant Operator and any other business of the Dominant Operator, or
  - iii. between such parts of the Dominant Operator 's business as the Commission determine in consultation with the Dominant Operator.

13.5 If the Operator or an Associate operates a PSTN, then the Operator shall not:

- (a) offer a bundle comprising of Internet Service together with one or more other services, unless approved by the Commission or is permitted in accordance with a class exemption issued by the Commission;
- (b) offer, by way of a Linked Sale, Internet service and any other service offered over the PSTN by an Associate, unless approved by the Commission or is permitted in accordance with a class exemption issued by the Commission; or
- (c) allow any cross- subsidy to occur between the Operator's Internet Service business and either:
  - (i) the Internet service Operator's other PSTN business; or
  - (ii) an Affiliate's PSTN business; or
- (d) offer, or allow an Associate to offer, any Internet Service at a price which is less than the costs of providing Internet Service to the public / other operators.

13.6 The Operator shall:

- (a) establish and maintain a set of accounts in relation to its Internet Service Business that is separate from any other business carried on by the Operator or any Associate of the Operator.
- (b) allocate any costs that are shared between any Internet Service business activity and any other business activity of the Operator or any associate of the Operator according to a methodology for allocating costs that:
  - (i) is fair and reasonable

- (ii) is fully described in explanatory notes accompanying those accounts;  
and
    - (iii) has not been disapproved by the Commission; and
  - (c) comply with such other obligations in respect of the conduct of its Internet Service Business as the Commission may from time to time notify to the Operator.
- 13.7 A Dominant Operator shall comply with such additional accounting requirements as the Commission may from time to time determine apply to Dominant Operators. If the Operator is not a Dominant Operator the Commission may determine that the Operator shall not be obliged to comply with specified accounting requirements.
- 13.8 If the Operator or an Associate owns or operates a PSTN, then the Operator:
- (a) shall not give any undue preference to or demand or receive any unfair advantage from the associate and must not give any undue preference to or demand or receive any unfair advantage from its own Internet Services business, whether in respect of the charges or other terms or conditions of supply or otherwise, including without limitation in respect of Equal Access arrangements;
  - (b) shall establish as soon as reasonably practicable and in any event not later than six (06) months after the issuance to the Operator of this license, accounting and reporting arrangements sufficient to enable the Operator's finances in relation to the internet service business and the PSTN business to be assessed and reported on separately from each other and separately from any other business activities of the Operator.
- 13.9 Nothing done by the Operator shall be regarded as giving an undue preference, demanding or receiving an unfair advantage or as discrimination if and to the extent that the Operator:
- (a) is obliged to engage in that conduct by or under any provision of the Sri Lanka Telecommunications Act, the terms of this license or any direction of the Commission; or
  - (b) offers a discount on the charges for its Internet Service to a particular class of customers that has been:
    - (i) notified in writing by the Operator to the Commission as a class of customers to whom the Operator proposes to offer a specified discount or discounts of a specified kind; and

- (ii) approved by the Commission by notice in writing to the Operator as a class of customers to whom the Operator is authorized to offer the relevant discount, without discrimination between them.

13.10 If the Operator offers a discount to any class of customers pursuant to clause 13.9 the Operator must provide the Commission, on a quarterly basis, with such information regarding those discounts as the Commission may require.

## **PART V: CUSTOMER SERVICE OBLIGATIONS**

### **14. Privacy & Confidentiality**

14.1 The Operator shall take all reasonable steps to safeguard the privacy & confidentiality of any telecommunication messages conveyed by means of the licensed system.

14.2 The Operator shall not use information provided by its customers or obtained in the course of provision of service to its customers other than for and in relation to the provision by the Operator of the service under this licence.

14.3 The Operator shall not disclose information of a customer without consent of the customer except under the following circumstances:

- a. where disclosure is deemed necessary by the Commission for the violation of the of the Act or the relevant security agencies or law enforcement or for Prevention / detection of crime or prosecution of offenders;
- b. Where sharing of information with other licensed Operators is necessary to detect, prevent or investigate into fraud under the directions of the Commission.

### **15. Customer Protection**

15.1 The Operator shall comply with any directions issued by the Commission for the purpose of protecting the interests of its customers or users from time to time.

15.2 (a) The Operator shall, in consultation with the Commission, prepare and publish code of practice within three months from the date of issue of the license-for the customer complaints handling, resolution of customer disputes-Commission may from time to time issue directions to the Operator specifying any modifications or additions that it considers should be made to the code or as to the publication, republication, implementation or further modification of the code. The Operator shall participate in good faith in any dispute resolution procedure established by the Commission for the resolution of such disputes or any statutorily mandated inquiries of the Commission. The Operator shall be required to comply with the orders /decisions of the commission upon inquiry of such disputes.



- (b) The Operator shall within three months of the date on which this License enters into force submit a draft of a code of practice to the Commission for its approval which:
  - (a) specifies the persons to whom they may not disclose information about a customer of the Operator and which information has been acquired in the course of business without the prior consent of that customer, and
  - (b) regulates the information about any such customer which may be disclosed without his consent.

On approval by the Commission of the aforesaid code of practice the Operator shall take all reasonable steps to ensure that its employees observe the provisions of such code.

- 15.3 The Operator must keep and maintain all information on the complaints made to the Operator by the Operator's customers and shall provide such information to the Commission at least once in each year.
- 15.4 The Operator shall establish and maintain efficient information and assistance to assist the customers in resolving questions relating to the installation and all other relevant issues including billing, hardware and software complaints relating to the services. In the provision of such services the Operator shall not discriminate between Customers.
- 15.5 The Operator shall maintain adequately trained personnel to receive and respond promptly to complaints from customers. The Operator shall take all commercially reasonable action to promptly remedy and avoid the recurrence of the cause of all customer complaints, which relate to the billing, quality, availability or delivery of its Services. The Operator shall be responsible for the treatment of the customers' complaints, attending to claims and damages arising out of this operation.
- 15.6 The Operator shall, in the manner and at the times specified by the Commission, publish the standard terms and conditions under which it provides each category of authorized services to its customers. The Operator shall ensure that a statement of all applicable terms and conditions of each category of authorized services is promptly made available for inspection at the request any member of the public.

## **16. Metering and Billing Arrangements**

- 16.1 The Operator shall install and use metering and billing systems that are reliable and accurately record the extent of the Service provided to its Customers and any other Operator. The Operator shall, in relation to metering and billing systems used for the provision of the service, keep such records and make them available for inspection.

- 16.2 The Operator shall conduct tests, upon the request of the Commission, on metering equipment to assess its accuracy, reliability and conformity to the technical standards as specified by the Commission. The Operator shall submit the test result to the Commission within the period as the Commission may determine.
- 16.3 The Operator shall take appropriate measures to issue bills with periodicity as determined by the Commission in consultation with the Operator, to the users of the service, indicating the charges provided to the subscribers.
- 16.4 The Operator shall provide, to each of its subscribers /customers, a basic level of itemised billing at no extra charge to the Subscriber. The Operator shall ensure that each itemised bill shows a sufficient level of details, such as type of service and the units for which charges are made, the starting time of the each connection, the number called and the duration and the usage of each session to allow verification and control of the charges incurred in using its licensed System.
- 16.5 The Operator shall set out in any account or invoice sent to any such operator or customer the true extent of the service actually provided to that Operator or customer/subscribers in the period to which the account or invoice relates.
- 16.6 The Operator shall upon the written request of the Commission and within 14 (fourteen) days of such request, conduct tests on the metering equipment to assess its accuracy, reliability, and conformity to the technical standards, if any, specified by the Commission. The Operator shall submit the test results to the Commission within 14 days after the date of the test or such other longer period as the Commission may determine;
- a. Permit the Commission to inspect its metering and billing system at any time and to cooperate in facilitating any such inspection; and

Alter, adapt, modify or improve such system in accordance with any reasonable requirement which the Commission may specify in writing from time to time

- 16.7 The Operator shall maintain a register containing records of its subscribers / customers and their particulars, which shall be made available for inspection by any officer of the Commission on the direction of the Commission or a law enforcement officer authorized by the respective government agency for the purpose of national security.
- 16.8 The records should have the name, address, National Identity Card Number or Passport Number and the email account number. The Commission may direct from time to time with 45 days clear notice given the particulars to be added or deleted from the records.
- 16.9 The Operator shall keep past billing records of each subscriber for a minimum Period of 6 months.

16.10 The Operator shall comply with any directions or guidelines issued by the Commission relating to information that should be retained and logs maintained by the Operator such as IP address, location, access times of URL's etc. of the customer.

**17. Bodies Recognized as Representing the Interests of Consumers**

17.1 The Operator shall give due consideration to any matter, which relates to:

- (a) Telecommunication Services provided by means of or in relation to the Licensed System;
- (b) Telecommunication Apparatus supplied by the Operator; or
- (c) the connection to the Licensed System of;
  - (i) any Telecommunication System managed by any person other than the Operator; or
  - (ii) any Telecommunication Apparatus

and which is the subject of a representation made to the Operator by either:

- (aa) a body recognized by the Commission as representing the interests of consumers and other users of such telecommunication services or apparatus; or
- (bb) an advisory body established by the Commission under section 5 (t) of the Act.

17.2 The Operator shall, if requested by the Commission or if it sees fit, furnish to the Commission particulars of any matter considered by the Operator under this Condition, or a digest of activities undertaken in any period in pursuance of this Condition.

**18. Publication of Internet Service Directory**

18.1 The Operator shall publish in electronic form an Internet Service Directory containing all commercial and customer related information directory of the subscribers. If any subscriber does not wish to be listed in the Directory, the Operator is free to delete his name from the Directory after obtaining prior approval in writing from the subscriber.

18.2 The Operator shall take appropriate measures to educate and keep its customers informed of safe internet surfing practices. The Operator has to keep the Commission informed of measures taken to educate its customers of unsolicited mail and the maintenance of unsolicited mailing list for the benefit of the customers. The Operator may provide necessary security features to protect its customer against spamming, identity theft, malicious software etc.

- 18.3 The Operator will be subject to directives issued by the Commission from time to time to protect the privacy and security of the subscribers/customers.

## **PART VI: OTHER OBLIGATIONS**

### **19. Requirement to Provide Itemized Information**

- 19.1 If the Operator provides internet services to any person by means of the Licensed System or by means of any other Licensed System including the following:

- (i) the supply; or
- (ii) the installation, moving, removal, replacement, connection or commission; or
- (iii) the maintenance; adjustment or repair;

of any telecommunication apparatus or system required for the provision of such service;

- (a) renting of Operator owned telecommunication apparatus
- (b) the facility for transacting messages using the Licensed System or any other licensed system;

it shall specify the relevant charge or charges in any quotation or any invoice relating to each such service rental or transaction of messages.

### **20. Quality of Service Standards**

- 20.1 The Operator shall comply with the quality of service standards conforming to international norms and standards as specified by the Commission. The Operator shall provide relevant data, carry out surveys and tests or provide the requisite facilities to enable the Commission to carry out such surveys and tests or to monitor the services provided for the purpose of ascertaining the quality of service rendered by the Operator to its customers or to any other licensed system. The Operator shall make available such data and the results of any such surveys or tests as and when required by the Commission.

### **21. Right to Inspect & Test**

- 21.1 Inspection of installations

The authorized representatives of the Commission shall have the authority to without prior notice, the sites, premises and installations of the Operator wherever situated. The right of inspection shall extend to access to inspect leased lines, junctions, terminating interfaces,

processing hardware / software, memories of live, magnetic and optical varieties, wired options, distribution frames, and to enter into dialogue with input / output devices or terminals, to verify whether the Operator is acting in compliance with the License conditions. The Operator shall provide the necessary facilities including but not limited to equipment, manuals, diagrams and the like for continued monitoring of the same, as required by the authorized representative of the Commission.

#### 21.2 Demonstration and explanation of operations

The Commission or its authorized representatives shall have the authority to request the Operator to demonstrate and explain any operations carried out by the Operator at the of inspection and any time thereafter when required to do so.

#### 21.3 Inspection of records, documents and accounts

The Operator shall permit the authorized representatives of the Commission to inspect without prior notice, records, documents and statements of accounts relating to the business for the due implementation of provisions in the Act and the License. The Commission or authorized representative after inspection has the authority to call for certified copies of any records or document and the Operator upon such request shall provide certified copies as requested.

### **22. Requirement to Furnish Network Plans and Other Information to the Commission**

22.1 The Operator shall provide the Commission with transmission plans, IP numbering switching plans, signaling plans and other relevant data, which the Commission may be noticed, or direction required for the exercise of its functions.

22.2 The Operator shall furnish to the Commission, in such manner and at such times as the Commission may request, such documents, statements of accounts, estimates, returns, data or other information and procure and furnish to it such reports as it may reasonably require for the purpose of exercising its functions.

### **23. Bypass**

23.1 The Operator must not engage in any conduct which:

- (a) has the purpose or effect of concealing or misrepresenting the origin or nature of any traffic;
- (b) is inconsistent with any direction, guideline or rule on traffic handover or bypass control measures may from time to time be notified by the Commission to the Operator;

(c) is inconsistent with any Bypass Control Code.

**24. Connection of Apparatus not comprised in the Licensed System**

No apparatus shall be permitted to be kept connected to the Licensed System if that apparatus:

- (a) in the opinion of the Operator, no longer conforms to the required technical standards and the Commission has not expressed a contrary opinion, and
- (b) in the opinion of the Operator is liable to cause death or personal injury to any person engaged in the running of the Licensed System, or materially to impair the quality of any Telecommunication Service provide by means of any licensed system or damage to the property of the Operator, and the Commission has not expressed a contrary opinion.

**25. Prohibition on Carrying of Obscene Unauthorized Messages Through the Licensed System**

- 25.1 The Operator shall not undertake to carry objectionable, obscene, unauthorized or any other content, messages or communications through the Licensed System.
- 25.2 The Operator shall provide all necessary facilities to trace the point of origin of nuisance or malicious data, messages or communications transmitted through its equipment and network, to authorized officers of the Commission, when such information is required for investigation of crimes or in the interest of national security. The liability for any damages resulting from default on the part of the Operator in this regard shall lie with the Operator.
- 25.3 The Operator shall comply with any directions of Commission to block access to internet, web sites /addresses or transmission of a message.

**PART VIII: DEFINITIONS AND INTERPRETATIONS**

- 26.0 In these Conditions, unless the context otherwise requires-  
In the event of any ambiguity or conflict between any term in the license with the provisions of the Act, or Rules and Regulation made there under then such provisions shall override the interpretation given herein.
- 26.1 **“Anti-Competitive practice”** means any practice whereby the Operator, in the course of business, pursues a course of conduct which of itself or when taken together with a course of conduct pursued by persons associated with him, has or is intended to have or is likely to have the effect of restricting, distorting or preventing competition in connection with the production supply or acquisition of goods in Sri Lanka or the supply or securing of services in Sri Lanka.

26.2 “**Apparatus Supply Business**” means the following activities of the Operator or of any subsidiary of the Operator:

- (a) the supply of any telecommunication apparatus neither comprised nor to be comprised in the Licensed System; and
- (b) the installation, maintenance, adjustment, repair, alteration, moving, removal or replacement of any telecommunication apparatus where those activities are not part of the Systems Business.

26.3 “**Auditor**” means the Operator’s auditor for the time being appointed in accordance with the provisions of the Companies Act.

26.4 “**Commission**” means the Telecommunications Regulatory Commission of Sri Lanka established under the Act.

26.5 “**Connectable System**” means a telecommunication system, which is authorized to be administered under a License, which authorizes connection of that system to the applicable System.

26.6 “**Connection Service**” means a telecommunication service consisting in the conveyance of any message, which has been or is to be, conveyed by means of the Licensed System.

26.7 “**Dominant Operator means**” means the Operator which has been declared to be a Dominant Operator pursuant to clause 13.3 and respect of which that declaration remains in force.

26.8 “**Dominant Service**” means an Internet Service offered in a market in relation to which the Operator is a Dominant Operator.

26.9 “**Exclusive Dealing Arrangement** ” means any arrangement whereby the Operator makes the acquisition from any person in Sri Lanka, or outside Sri Lanka by the Operator or any of its wholly owned subsidiaries, or the installation or servicing by any person in Sri Lanka or outside Sri Lanka for itself or any such subsidiary of any Telecommunication Apparatus of any description conditional upon agreement;

- (a) to supply to the Operator, or to supply or not to supply to any other person, apparatus of a different description;
- (b) to provide to the Operator or to provide or not to provide to any other person any Telecommunication Service of a different, description; or
- (c) to transfer to the Operator or to any other person any interest in industrial or Intellectual property with a view to restricting unreasonably the freedom of the supplier of the apparatus or the provider of the service in question to

exploit his industrial or intellectual property in order to confer on the Operator or some other person an unfair competitive advantage.

26.10 "**Interconnection**" means the physical and logical connection of two Operators' networks thereby allowing customers of one network to communicate with the customers of the other network or to access services provided by the other network.

26.11 "**Indirect Interconnection**" means the physical and logical connection of two Operators' networks via a network of a third Operator.

26.12 "**Internet Service**" means a service provided by means of a global network or networks and accessed by users with a device via a licensed Operator.

26.13 "**Leased line**" means a fixed un switched communication link that is rented for exclusive 24- hour, 7-days-a-week use from one location to another location.

26.14 "**Licensed Operator**" means any person who, at the relevant time, holds a License granted under Section 17 of the Act.

26.15 "**Linked Sale**" means a sale where the Operator agrees to

- (a) Provide any Telecommunication Service by means of or in relation to the Licensed System.
- (b) Supply any Telecommunication Apparatus for connection to the Licensed System;
- (c) Connect any other system or apparatus to the Licensed system on the condition that the person who has requested such Telecommunication Service, Telecommunication Apparatus or connection service shall acquire from the Operator or from any other person specified or described by the Operator:
  - (i) any Telecommunication Service other than the Telecommunication Service requested, save where that service cannot be provided without the provision of that other service; or
  - (ii) any Telecommunication Apparatus not incorporated in the Licensed System, save where the Telecommunications service requested cannot otherwise be provided or the Telecommunication Apparatus requested cannot otherwise be used.

26.16 "**Link**" means a connection maintained or to be maintained between two nodes for the purpose of transmission of messages.



- 26.17 “**Network**” means a collection of nodes and links which are connected to together by means of transmission paths and which can include a variety of functional units such as switching centers, repeaters etc.
- 26.18 “**Network Termination Point**”- all physical connection and their technical access specifications which form part of a Public Telecommunications Network and are necessary for access to and efficient communication through that public network.
- 26.19 “**Node**” means an exchange used for switching of messages or a branching node of a transmission bearer used for transmission of such messages to the destination.
- 26.20 “**Protocol**” means specification that describes how computers will communicate to each other on a network.
- 26.21 “**Public Switched Telephone Network**” (PSTN) means the telecommunications networks of the major Operators, through which calls can be made to all customers of all PSTN s.
- 26.22 “**System Business**” means the following activities of the Operator or any subsidiary of the Operator:
- (a) the running of the Licensed System.
  - (b) the installation, maintenance, adjustment, repair, alterations, moving, removal or replacement of any apparatus comprised or to be comprised in the Licensed System.
- 26.23 “**Subsidiary**” shall have the same meaning an in the Companies Act, No.7 of 2007.
- 26.24 “**Telecommunications Network**” means Transmission equipment and, switching equipment and other resources which permit the conveyance of signals between defined termination points by wire, by radio, by optical or by other Electro- magnetic means.
- 26.25 “**Voice telephony service**” means service available to the public for the commercial provision of direct transport of speech via the public switched network or networks such that any user can use equipment connected to a network termination point at a fixed location to communicate with another user of equipment connected to another termination point.

Any word or expression used in these Conditions shall unless the context otherwise requires have the same meaning it has in the Ac

## SCHEDULE 4

### REVOCATION

The Minister may at any time revoke this Licence by 30 days' notice in writing given to the Operator at its registered office in any of the following circumstances:

- (a) if the Operator agrees in writing with the Minister that this Licence should be revoked;
- (b) if any amount payable under Condition 4 is unpaid and remains unpaid for a period of 14 days after the Commission notifies the Operator that the payment is overdue, which notification shall not be given earlier than the sixteenth day after the day on which the payment became due;
- (c) if the Operator fails to comply with an order of the Commission under the Act and that order is not subject to appeal proceedings and such failure is not rectified within 3 months after the Commission has given notice in writing of such failure to the Operator;
- (d) if the operator fails to comply with any rule or regulation for the time being in force under the Act;
- (e) if actions of the Operator is likely to have an adverse impact on the national security;
- (f) if the Operator sells, leases or transfers the ownership of the licensed system partly or fully to any person/entity during the validity period of the licence;
- (g) if the Operator makes changes to the composition of the shareholding of the company to whom the licence is issued;
- (h) if it is found that the issue of the Licence had been based on inaccurate or incorrect information provided by the Operator.

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