

POSTAL AND TELECOMMUNICATIONS REGULATORY AUTHORITY OF ZIMBABWE (POTRAZ)



Telecommunications Licence for Network Facilities issued to

XXXXXXXXXX

**In terms of the Postal and Telecommunications Act,
Chapter [12:05] to provide**

Telecommunications Network Facilities Services

Issued at Harare

XXXXXX

Licence No. NF202xxxxxx

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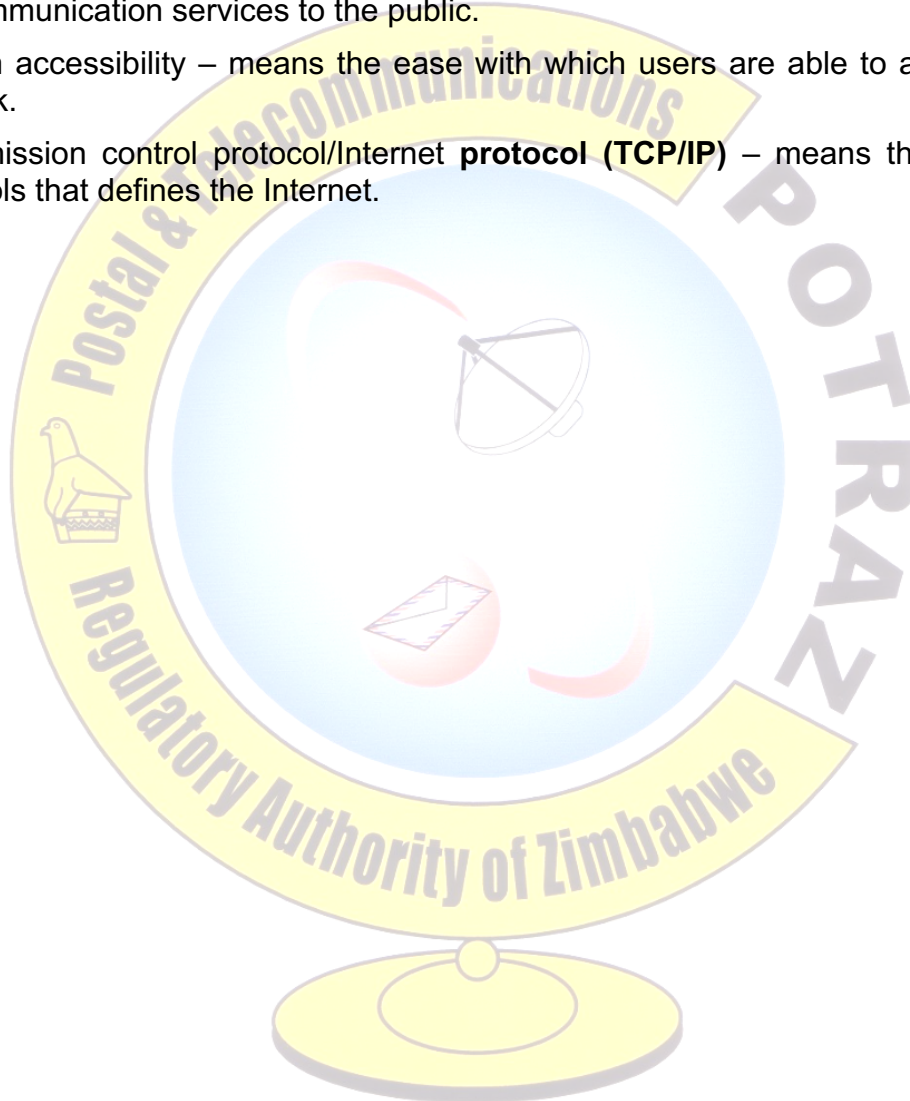
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1. DEFINITIONS

1.1 In this licence, unless the subject matter or context otherwise requires, the following terms shall have the following meanings:

- (a) **Act** – means the Postal and Telecommunications Act [Chapter 12:05]
- (b) **Authority** – means the Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ).
- (c) **Bandwidth** – means a measure of how much information can be sent through a connection. Usually measured in bits-per-second.
- (d) **Bit (binary digit)** – means a single digit number in base-2, either a one (1) or a zero (0) and is the smallest unit of computerized data.
- (e) **Byte** – means a set of bits that represent a single character. Usually there are 8 bits in a byte, sometimes more, depending on how the measurement is being made.
- (f) **Domain name** – means the unique name that identifies an Internet site. Domain names always have 2 or more parts, separated by dots. The part on the left is the most specific, and the part on the right is the most general. A given machine may have more than one domain name but a given domain name points to only one machine.
- (g) **Electronic mail**, most commonly referred to as email or e-mail, is a method of exchanging digital messages from an author to one or more recipients. Modern email operates across the Internet or other computer networks.
- (h) **Internet Service Provider (ISP)** – means a licensed service provider who provides a data and Internet infrastructure for access by customers.
- (i) **Internet** – means the vast collection of inter-connected networks that all use the TCP/IP protocol or compatible protocols.
- (j) **Internet Protocol (IP) Address** - a unique string of numbers and or letters separated by full stops that identifies each electronic device/computer using the Internet Protocol to communicate over a network.
- (k) **Internet service provider (ISP)** – means an institution that provides Internet service using access capacity from a licensed operator.
- (l) **Leased line** – means a telecommunications line that is rented exclusively 24 hours, 7 days a week for use from one location to another location.
- (m) **Licensee** – means XXXXXXXXXXXX.
- (n) **MODEM** – means **MO**dulator and **DE**Modulator, a device that connects a computer to a phone line thus allowing the computer to talk to other computers through the telecommunication system.
- (o) **Network availability** – means a measure of the degree to which the Data and Internet network is operable and not in a state of failure or outage, in a given observation period.

- (p) **Public Switched Telephone Network (PSTN)** – means the infrastructure of physical switching and transmission facilities that is used to provide the telephone and other telecommunication services to the public.
- (q) System accessibility – means the ease with which users are able to access the network.
- (r) Transmission control protocol/Internet **protocol (TCP/IP)** – means the suite of protocols that defines the Internet.



2. INTERPRETATIONS

2.1. General

- 2.1.1. Any reference to this licence shall include its attachments and schedules.
- 2.1.2. The use of headings herein and the division into clauses is for the convenience of reference only and shall not affect the construction or interpretation of the licence. References to clauses and appendices are to clauses and appendices of the licence, unless expressly provided for, to the contrary.
- 2.1.3. In this licence, unless otherwise stated, words and terms used shall have the same meaning as defined in the Postal and Telecommunications Act, [Chapter 12:05]
- 2.1.4. Words importing the singular shall include the plural and vice versa. Words denoting persons shall include juristic persons and associations of persons and vice versa.

2.2. Law

- 2.2.1. This licence shall be governed by the laws of Zimbabwe.
- 2.2.2. The Licensee shall comply with all laws of Zimbabwe applicable to its operations, including all decisions, rules and instructions issued in accordance with the Postal and Telecommunications Act, [Chapter 12:05].

3. DOMICILIUM CITANDI ET EXECUTANDI

3.1. Physical contacts

- 3.1.1. The Authority elects for the purpose of this licence, the following address as its domicilium citandi et executandi:

1008 Endeavour Close,
Mt. Pleasant Business Park
Mount Pleasant
Harare

- 3.1.2. XXXXXXXX elects for the purpose of this licence, the following address as its domicilium citandi et executandi:

- 3.1.3. Either party shall give fourteen (14) days written notice of change of address.

3.2. Notices and Correspondence

- 3.2.1. All Notices and correspondences shall be in writing and addressed to the **Director General**, for POTRAZ and to the **Managing Director**, for

XXXXXXXXXX, at the above addresses respectively, or at the following Postal Addresses:

For POTRAZ

For XXXXXXXX

1008 Endeavour Close
Mt Pleasant Business Park
P.O. Box MP 843
Mt. Pleasant

Harare

4. COMMENCEMENT AND PERIOD OF LICENCE

- 4.1.1. Notwithstanding the date of signing of this licence document, the commencement date of the licence shall be **xxxxxxx**.
- 4.1.2. This licence shall be valid for a period of twenty (20) years calculated from the commencement date, and may be renewed by the Authority, upon application by the Licensee, in writing to the Authority, at least **three (3) years** before the expiration of the term of the licence.
- 4.1.3. The Licensee shall give notice of the intention not to renew the licence, at least three (3) years before the expiration of the licence period.
- 4.1.4. The Licensee shall give notice of its intention to terminate the licence at least three (3) years before the date of the proposed termination date.

5. SCOPE OF THE LICENCE

- 5.1. The licence authorises the licensee to construct, operate and manage the below telecommunication infrastructure facilities to lease, rent out or sell end-to-end links to Telecommunication Operators licensed by the Authority on mutually agreed terms in line with the licence conditions:
 - 5.1.1. Earth stations and Satellite Hub;
 - 5.1.2. Optic fibre cables;
 - 5.1.3. Radio communications links;
 - 5.1.4. Towers, poles, ducts and manholes used in conjunction with other Network Facilities infrastructure; and
 - 5.1.5. Such other infrastructure as the Authority may, by regulation, designate.
- 5.2. The Licensee may establish / install:
 - 5.2.1. Earth stations and satellite hubs for use with space station transmission/reception Network Facilities orbiting the earth on the basis of a mutual agreement with the operators of such facilities;

5.2.2. Terrestrial transmission Network Facilities linking Zimbabwe with other countries, including without limitation a microwave link or fibre optic cable and/or satellite transmission facility linking Zimbabwe and enabling connectivity with multiple countries with prior written approval of the Authority.

5.3. The Licensee shall obtain all necessary licences and permits as may be required to build, modify and/or remove constructions in accordance with the relevant local authority by-laws.

5.4. Limitations

5.4.1. This licence shall not be construed as granting an exclusive right to the Licensee to provide the service.

5.4.2. This licence replaces any licence or any exemption from licensing, however described, which the Authority or its predecessors, may have granted to the Licensee for providing the service.

5.4.3. The grant of this licence does not authorise the Licensee to do anything that infringes on any right to provide telecommunication circuits or services granted under any other licence issued by the Authority.

6. FEES

6.1. Licence fees

6.1.1. The fees payable by the Licensee to the Authority shall be as follows:

- a) Initial licence fees as prescribed from time to time;
- b) Annual licence fees as prescribed from time to time;
- c) An annual contribution to the Universal Services Fund (USF) as prescribed from time to time.
- d) Licence renewal fees as prescribed from time to time, to be paid upon application for renewal.

6.2. Other Fees

6.2.1. Radio frequency spectrum fees

- a) The Licensee shall pay an annual frequency usage fee, in advance, at the rate prescribed from time to time.

7. PROVISION OF UNIVERSAL ACCESS AND SERVICE

7.1. Universal Service provision

The Licensee shall provide Network Facilities covering rural underserved and unserved areas to cater for marginalised communities.

7.2. Non Discrimination

7.2.1. The Licensee shall provide the Network Facilities on a non-discriminatory basis.

7.3. Community service obligations

7.3.1. The Licensee is expected to comply with Universal Service Obligation of rolling out Network Facilities equitably paying particular regard to under-served suburbs, rural and peri-urban areas.

8. FACILITY PROVISION

8.1. Network Facilities agreement

8.1.1. The licensee shall prepare a standard facility provision agreement for use with individual licensed operators. The Licensee shall file the standard facility provision agreement, and amendments thereto from time to time, with the Authority for approval prior to implementation.

8.1.2. The licensee shall make the Network Facilities infrastructure available without discrimination to individual licensed operators who wish to lease.

8.1.3. The relationship between the Licensee and the licensed operators who become clients to the licensee shall be governed by the terms of a facility provision agreement that incorporates standard terms and conditions approved by the Authority.

8.2. Content of Facility Provision Agreement

8.2.1. The standard facility provision agreement shall include, at a minimum, the following terms and conditions:

- a) Deposits and alternative methods of providing security for payment where reasonably required based on mutually agreed upon terms,
- b) Pricing or mechanisms by which prices are determined,
- c) Privacy of Communications,
- d) Confidentiality of licensed telecommunication operators' information,
- e) Refunds or other rebates for system failure / over billing,
- f) Payment terms, including any applicable surcharge or interest,
- g) Minimum contract period, and
- h) Licensee and Client rights.

8.2.2. Complaints Handling System

- a) The Licensee shall establish an efficient and easy-to-use system to promptly receive process and respond to complaints, claims or suggestions by the licensed telecommunication operators using its Network Facilities infrastructure.
- b) The Licensee shall make all reasonable efforts to resolve licensed telecommunication operators' complaints or disputes without delay and without recourse to the Authority.
- c) If a complaint is filed with the Authority in connection with any dispute between the Licensee and a licensed telecommunication operator regarding any activity that is the subject of this Licence, the Authority may settle the dispute and both parties are obliged to abide by the decision of the Authority.

8.2.3. Code of Commercial Practice

- 8.2.3.1. The licensee shall produce a Code of Commercial Practice for approval by the Authority. Once approved, the Code of Commercial Practice shall be binding on the Licensee and shall include, at a minimum, provisions covering the following issues:
- a) A commitment to take steps to remedy service interruptions or system failures as soon as reasonably possible and to provide reasonable credits to the licensed telecommunication operators for lengthy outages,
 - b) Protection of the privacy of information transmitted over the Network Facilities infrastructure of the licensee,
 - c) Maintenance by Licensee of the confidentiality of licensed telecommunication operators' information, and
 - d) Procedures for resolving complaints between Licensee and licensed telecommunication operators.

8.2.4. Privacy of communication

- 8.2.4.1. The Licensee shall not monitor or disclose the contents of any communication conveyed over its Network Facilities infrastructure except to the extent necessary for the purpose of maintaining or repairing any part of the infrastructure or monitoring the Licensee's quality of service, or otherwise as required by law.
- 8.2.4.2. The Licensee shall take reasonable measures to safeguard its Network Facilities infrastructure from unauthorized interception of communication carried on the Infrastructure.

8.3. Billing and Accounting

8.3.1. Itemised bills or Usage Record

- 8.3.1.1. The Licensee shall provide, to each of its post-paid customers, except to the extent that a customer has agreed or requested otherwise, a basic level of itemised billing which indicates the date and time a service was consumed and volume and/or duration, at no extra charge to the customer for the first three printed pages. Where appropriate, charges will be incurred for subsequent pages printed in terms of the prevailing tariff.
- 8.3.1.2. The Licensee shall ensure that each itemised bill shows a sufficient level of detail to allow verification and control of the charges incurred in using its telecommunications network.
- 8.3.1.3. In the case of pre-paid customers, a detailed account record shall be provided upon request, at no cost to the customer for the first three printed pages.

8.3.2. Non-payment of bills

- 8.3.2.1. Where a Licensee's customer has not paid the Licensee all or part of a bill for services provided, any measures taken by the Licensee shall:
- a) be proportionate and non-discriminatory;
 - b) be in accordance with the Approved Customer Contract;
 - c) give due warning in advance of any consequent service interruption or disconnection to the customer; and
 - d) except in cases of fraud, persistent late payment or non-payment, ensure, as far as is technically possible, that any service interruption is confined to the service concerned.

8.4. Quality of Infrastructure

- 8.4.1. The licensee shall install its Network Facilities infrastructure using state-of-the-art technology and shall provide the infrastructure facilities as per ITU and other international standards.
- 8.4.2. The Licensee shall take reasonable and prudent measures to ensure that its Network Facilities infrastructure are available and operate properly at all times. Any fault in any component of its infrastructure facility shall be repaired as promptly as possible.
- 8.4.3. The Licensee shall ensure that its Network Facilities infrastructure does not fail, in any way, meeting or exceeding quality of service standards imposed on licensed telecommunication service providers and other licensed Network Facilities infrastructure providers making use of its infrastructure.

- 8.4.4. The Authority may carry out performance tests and evaluate Quality of Service parameters in licensee's Network Facilities infrastructure at any time during the tenure of the license. The licensee shall provide ingress equipment and any other support necessary for carrying out such tests.
- 8.4.5. The licensee shall ensure that at least ninety nine per cent (99%) of the total Network Facilities system remains functional round the clock and shall further ensure that appropriate measures are adopted to minimize the Network Facilities downtime and sufficient backup mechanisms are available to licensed telecommunication service providers and licensed Network Facilities infrastructure providers operators in case of fault, such complaints shall be attended to and rectified promptly and up to specified grade.
- 8.4.6. The Licensee shall maintain records of its performance in meeting the quality of networks standards and submit them to the Authority on a monthly basis in such format as the Authority may require. The Licensee shall maintain supporting records for inspection and technical audit as and when required by the Authority. The Licensee shall maintain all such records for a period of three (3) years.
- 8.4.7. The Licensee shall comply with Quality of Service standards set by the Authority as prescribed from time to time.
- 8.4.8. The Licensee shall provide an interface(s) as specified by the Authority, for the purposes of monitoring Quality of Service.

8.5. Network Standards

- 8.5.1. The Licensee shall use any type of network equipment that meets the relevant ITU, IETF, ETSI, ISO or other telecommunication standards recognized by the Authority.
- 8.5.2. The Licensee shall ensure that its Network Facilities infrastructure is at all times inter-operable and inter-connectable with the networks of other licensed telecommunication operators. If the Licensee implements any new equipment or protocols in its network, the Licensee shall bear the cost of any modifications in its infrastructure required to maintain such interoperability and interconnectability with the infrastructure of other licensed Network Facilities providers and licensed telecommunication service providers.
- 8.5.3. The licensee shall ensure that the interface tests shall be carried out by mutual agreement with the licensed telecommunication operators.

8.6. Type Approval of Terminal Equipment

- 8.6.1. The Licensee shall not install or permit the installation of any Terminal Equipment in its Network Facilities infrastructure that is not:

- a) type approved or otherwise permitted by the Authority, or
- b) type approved by a recognized telecommunications equipment type approval agency or a recognized telecommunications equipment testing laboratory in a member country of the Organization of Economic Cooperation and Development (OECD).

8.6.2. The Licensee shall not install or connect or permit the installation or connection of any Terminal Equipment or type of Terminal Equipment prohibited by the Authority.

9. RIGHTS OF ACCESS

- 9.1. The Licensee shall seek rights of access necessary for permission to install and maintain the licensed Network Facilities on public rights-of-way, in public buildings and other public property, and in respect of similar works necessary for the provision of the licensed services as specified in the Third Schedule of the Act.
- 9.2. In the course of constructing or maintaining any licensed Network Facilities of the Licensee, the Licensee may, by its officers or agents duly authorized in writing and on production of the authority, cut or remove from any street, high-way or land, any tree or branch or other parts of a tree, tending to interfere with, endanger, or otherwise prejudicially affect the operation of such licensed Network Facilities.
- 9.3. In exercising this right, no person shall enter any land without the consent of the owner or occupier until after the expiration of fourteen (14) days' notice in writing given to the owner or occupier or posted up conspicuously upon the property.
- 9.4. If such owner or occupier, within ~~seven (7)~~ fourteen (14) days from the service or posting up of such notice gives written objection thereto, the Licensee may not enter upon the private land in question without first having obtained the necessary Court Order.
- 9.5. Where any condition exists that is dangerous and relates to the provision of the licensed services by the Licensee, the Licensee may immediately enter upon Land and take whatever reasonable action is necessary and expedient to establish safe conditions thereon.
- 9.6. Where the Licensee takes action under **Clause 9.5** above, the Licensee must within three (3) days thereof, inform the owner or occupier of the land in question (either by service of a written notice on him or by posting up conspicuously a notice on such land) of the action taken.

9.7. In the exercise of any powers under this Clause, the Licensee shall cause as little inconvenience or damage as is reasonably practicable and the Licensee is liable to pay compensation to any person who suffers damage to his property in consequence of the exercise of such powers by the Licensee. For the avoidance of doubt, this Clause shall apply to public lands, public buildings and other public property.

10. NETWORK FACILITIES INFRASTRUCTURE ROLLOUT

10.1. Network Facilities rollout

- 10.1.1. The Licensee shall rollout the Network Facilities infrastructure for use in establishing service provision in the deployed coverage area.
- 10.1.2. In rolling out the Network Facilities infrastructure, the Licensee shall ensure that at least thirty (30) percentage (%) of Facilities infrastructure rollout shall be in underserved suburbs, rural or peri-urban areas.
- 10.1.3. The Licensee shall meet the rollout targets as set out in **Schedule "X"**.

10.2. Network Facilities administration

10.2.1. Plans and records of the network

- a) The licensee shall submit the complete description of the Network Facilities plan and complete technical details of the infrastructure together with specification of equipment to be connected including a detailed map as part of requirements for licensing.
- b) The licensee shall keep plans and records, including but not limited to overall cable route maps, the telecommunication and radio-communication installations provided under this licence and any other details concerning the Network Facilities as may be reasonably required by the Authority.
- c) When required by the Authority or a person authorised by law, the Licensee shall make the network information available, within reasonable time.

10.2.2. Changes to the Infrastructure

- 10.2.2.1. The Licensee shall not, without the prior consent in writing of the Authority, make any material changes to the Network Facilities infrastructure that might reasonably be anticipated to affect:
 - a) any telecommunication service or installation connected to the network;
 - b) another Licensee;
 - c) a customer.

10.2.2.2. The Licensee shall seek approval from the Authority for proposed material changes to the Network Facilities infrastructure and shall provide the Authority with information on disruptions due to such changes including the duration thereof.

10.2.2.3. The Licensee shall, within such reasonable time and in such manner and at its own expense, alter the course, depth, position or mode of attachment of any apparatus forming part of its Network Facilities infrastructure as may be directed by the Authority.

10.2.2.4. The Licensee shall notify the affected stakeholders of any disruptions due to approved material changes to the Network Facilities infrastructure.

10.2.3. Infrastructure location

10.2.3.1. A Licensee shall obtain the consent of the concerned Ministry, local authority, district office or other private concern, before commencement of any installation works for its Network Facilities infrastructure under, in, over or upon any land.

10.2.3.2. The Licensee shall, at the request of the relevant local authority, the Authority or any person who intends to undertake works in the vicinity of the Network Facilities infrastructure and who is authorised to do so by the relevant authorities or the Authority, provide free of charge, information about the location of the network in diagrammatic or other approved form.

10.2.3.3. The Licensee shall mark or otherwise identify cables laid by the Licensee or by any contractor on its behalf so as to distinguish or identify them from those of other licensed operators.

10.2.4. Requirements of installation of network facilities

10.2.4.1. The Licensee shall establish its Network Facilities infrastructure in accordance with the plan submitted to the Authority by the Licensee with the initial application form.

10.2.4.2. The Licensee shall ensure that the Network Facilities infrastructure, or any part of it, if installed under, in, over and upon any public street or state land, shall be at a depth, course, route and position as may be determined by the relevant authorities.

10.2.4.3. Without prejudice and in addition to the provisions of the law, in the course of providing, establishing, operating, adjusting, altering, replacing, removing or maintaining the network for the purpose of this licence, or any part of it, the Licensee shall:

- a) exercise all reasonable care and cause as little inconvenience as possible to the public and as little damage to property as possible.

- b) Make good any physical damage caused to any person having a lawful interest in the land or being lawfully thereon and reinstate the land within a reasonable time in a good workmanship manner. When it is not practicable to make good any damage or to reinstate the land to the condition in which it existed prior to the damage, the Licensee shall pay, promptly and fully, compensation for any damage caused to any person having an interest or right in the land affected.

10.2.5. Works in public streets

10.2.5.1. Where in the course of installing or maintaining the network the Licensee needs to open or break up any public street, the Licensee shall:

- a) apply to the relevant authorities for permission to open or break up the public street;
- b) complete the works for which the Licensee has opened or broken up the public street with all due speed and diligence, fill in the ground and remove all construction related debris and/or refuse caused by its works;
- c) maintain the site of the works in a safe manner including; fencing off the site and the installation as necessary with warning tape and adequate lighting at night;
- d) Reinstall the street immediately after the completion of the works to the satisfaction of the relevant authorities.

10.2.5.2. If the Licensee fails, within any period specified by the relevant authorities, to observe any of the above requirements, the relevant authorities may take action to remedy the failure. The Licensee shall reimburse the relevant authorities any such sum as may be certified by that relevant authority to be the reasonable cost of executing any works under the terms of this clause.

10.2.5.3. The Licensees shall co-ordinate and co-operate with any other licensed operator or authorised person in respect of road openings and shall, after being consulted by the local authority, comply with any regulations or guidelines issued by that authority.

10.2.5.4. Where in the course of installing or maintaining the Network Facilities infrastructure, the Licensee after obtaining the approval of the relevant authorities, breaks up or opens any public street, it shall not remove, displace or interfere with any telecommunication line, or water pipe or any drain or sewer or any tube, casing, duct, wire or cable or any other installations installed by any other person, without that other person's consent.

10.2.6. Safety

10.2.6.1. The Licensee shall take proper and adequate safety measures for safeguarding life and property in connection with all installations, equipment and apparatus operated or used, including safeguarding against exposure to any electrical or radiation hazard emanating from the installations, equipment or apparatus used under this licence

10.2.6.2. The Licensee shall comply with the safety requirements laid down in the Postal and Telecommunications (Human Exposure to Non-Ionising Electromagnetic Field Radiation), Regulations 2017 as amended from time to time and any safety specification issued by the Authority and any directions of the Authority or other relevant authorities in relation to any safety matter.

10.2.7.Services requiring spectrum usage

10.2.7.1. The Licensee may apply for use of radio spectrum

10.2.7.2. Assigned frequencies shall be used in accordance with terms and conditions specified in the Postal and Telecommunications (Licensing, Registration and Certification), Regulations 2021 as amended from time to time, **Schedule X** and in accordance with the Zimbabwe National Frequency Allocation Plan.

10.3. Interconnection

10.3.1.Interconnection between the infrastructure facilities of the Licensee and that of other licensed telecommunication service providers and licensed Network Facilities infrastructure providers shall be governed by the Interconnection Regulations as prescribed by the Authority.

10.3.2.All interconnection or other agreements between the Licensee and any other person licensed or otherwise permitted to provide public telecommunication service in Zimbabwe shall be filed for approval with the Authority. The Licensee shall not give effect to any such agreement until it has been approved by the Authority. The Authority shall be deemed to have approved any such agreement thirty (30) days after it is filed unless it gives written notice of disapproval to the Licensee prior to the expiry of that thirty (30) day period.

10.3.3.The approved interconnection agreement remains valid until replaced by another approved superceding agreement.

10.4. Infrastructure Sharing

10.4.1.If the Authority determines that a Licensee possesses a Significant Market Position in a relevant market, the Licensee shall comply with orders of the Authority that are intended to promote competition in respect of that relevant market or markets ancillary thereto, including without limitation, orders to provide access to its ducts, poles, towers, manholes, sites or other similar

facilities for use by licensed Network Facilities infrastructure and other licensed telecommunication service providers.

10.4.2. The Licensee shall comply with regulations, or any other directives issued by the Authority on Infrastructure Sharing.

11. TARIFFS

11.1. Tariff Regime

11.1.1. Except as otherwise provided in this Licence or as required by law, the Licensee is free to set prices for the telecommunication Network Facilities infrastructure as it may deem reasonable.

11.1.2. If the Authority determines that the Licensee's prices for any telecommunication Network Facilities infrastructure are unfair and unreasonable to licensed telecommunication service and Network Facilities infrastructure providers, the Authority may regulate the Licensee's prices, terms and conditions for lease of the Network Facilities infrastructure.

11.1.3. The licensee shall comply with all requirements regarding publication of prices, terms and conditions, notifications and display of tariff levels information as established by the Authority from time to time.

11.1.4. The Licensee shall comply with the Authority's orders and determinations relating to the Licensee's prices, terms and conditions for those Licensed Network Facilities infrastructure as given under this licence.

11.2. Tariff For Telecommunication Network Facilities Infrastructure With a Significant Market Position (SMP)

11.2.1. If the Authority determines that the Licensee possesses SMP in a relevant market, the Authority may regulate the Licensee's prices, terms and conditions, for those Licensed Network Facilities infrastructure where the Licensee possesses SMP.

11.2.2. The method to regulate the tariff shall be determined by the Authority, in accordance with the Rules and Regulations applicable for the purpose and may include a requirement for prior approval by the Authority of any price, terms and condition or the maximum or minimum price, or both, for the Licensed Network Facilities infrastructure.

12. PROVISION OF INFORMATION

12.1. Information Return

12.1.1. The licensee shall submit a complete description of the Network Facilities plan and complete technical details of the Network Facilities

infrastructure along with specification of equipment to be connected including a detailed map as part of requirements for issuance of the licence.

- 12.1.2. The licensee shall furnish such information as the Authority may request regarding the Licensee's network plan, network and terminal equipment standards, links established / utilized, financial information, costs and accounts or any such other information as the Authority may from time to time require.

12.2. Confidentiality

- 12.2.1. The Authority shall hold all information furnished by the Licensee to the Authority and marked "confidential", in confidence. The Authority may release such information only to the extent it is required by law.
- 12.2.2. The Licensee shall hold all information furnished by the Authority marked "confidential", in confidence. The Licensee may not release such information or part thereof to any part expect to the extent required by law.
- 12.2.3. This requirement of confidentiality shall continue after the termination or expiry of this licence or revocation of the licence.

12.3. Reporting

The licensee shall submit regular annual Regulatory Reports on its service provision in writing to the Authority and on any occasions as the Authority may require.

13. MONITORING AND INSPECTIONS

13.1. Access to Inspection

13.1.1. Inspections shall be carried out in terms of the ~~Postal and Telecommunications Act.~~

13.1.2. The Licensee shall grant access to all its Network Facilities, installation, office records, and any equipment associated with its network facilities in Zimbabwe, to all authorised inspectors of the Authority during normal working hours or, following prior written notice, for access after working hours, for purposes of verifying the performance by the Licensee of its obligations under this licence.

13.1.3. The Licensee shall provide, at its own cost, suitable equipment at premises designated by the Authority, in order to measure and record traffic and quality of service in a manner specified by the Authority. The Licensee shall provide the Authority with access to such equipment, and the information generated by such equipment.

13.1.4. The Licensee may provide a representative to be present at any such inspection, testing, reading or measurement.

13.1.5. The mere fact that the Licensee has not provided a representative as provided in **Clause 13.1.4 above**, shall not invalidate the findings of the Authority's inspectors.

13.2. Lawful Interception of Communication

13.2.1. The Licensee shall comply with the requirements of the Interception of Communications Act [Chapter 11:20].

14. GENERAL CONDITIONS

14.1. Operations of the Network Facilities Infrastructure

14.1.1. Licensee shall conduct its operations and establish its Network Facilities infrastructure in such a manner that it is not a safety hazard and is not in contravention of any law, rule or regulation.

14.1.2. Upon being informed by the Authority that a telecommunication service provider's licence issued by the Authority has been suspended or terminated, the Licensee shall as promptly as practical in the circumstances, disconnect its Network Facilities infrastructure from the telecommunication system of that telecommunication service provider, and discontinue providing the Network Facilities infrastructure to that Operator, until such time as the Authority informs the Licensee that the telecommunication service provider's licence has been restored or renewed by the Authority.

14.1.3. The location of all the components of Network Facilities infrastructure including cable system within the territory of Zimbabwe shall be in conformity with the plans approved by the Authority and other government agencies (if required) and the cable shall be moved or shifted by the licensee at its own cost if needed in the public interest, security, defence or improvement of public amenities.

14.1.4. The licensee shall not cross subsidise the business under the licence through financial resources acquired by him from other licences held by him in Zimbabwe. This clause is aimed at preventing any anti-competitive behaviour in the market.

14.2. Discontinuation of Network Facilities

14.2.1. The licensee shall not discontinue, terminate or wind up its Network Facilities infrastructure without prior approval of the Authority unless;

14.2.2. The Licensee serves a twelve month notice to all concerned parties and to the Authority prior to winding up its Network Facilities infrastructure.

14.2.3. The licensee settles all claims, obligations and accounts with other licensed telecommunication operators and licensed Network Facilities infrastructure providers and the Authority prior to winding up its operation.

14.2.4. Authority's prior written approval to such discontinuation is obtained.

14.3. Ownership

14.3.1. The holder of this licence shall be incorporated in Zimbabwe. The Licensee shall ensure that foreign ownership is limited to **forty nine percent (49%)** of the total shareholding.

14.3.2. Any changes in information submitted to the Authority by the Licensee at the time of application for this licence should be reported to the Authority without delay

14.3.3. Substantial changes, where a shareholder acquires or transfers more than ten (10) percent of the shareholding at any stage must be approved by the Authority before it is implemented.

14.4. Transfer of licence

14.4.1. The licence shall not be assigned or otherwise transferred or pledged.

14.5. Amendment

14.5.1. The Authority may amend the licence conditions in accordance with the Act as read with relevant Regulations.

14.6. Revocation / Suspension of the licence

14.6.1. The Authority may revoke or suspend this licence:

- (a) In terms of **Section 43** of the Act as read with the regulations
- (b) On a material breach of this licence terms and conditions or any legal requirement. ~~as specified in the Act or~~ **Clause 14.9:**
- (c) On written notice to the Licensee,
 - (i) If the Licensee by act or omission, is in recurrent, persistent or material contravention of any of the terms or conditions of this licence; or
 - (ii) If the Licensee agrees in writing to such cancellation, or
 - (iii) If the Licensee is placed into liquidation, whether voluntarily or compulsorily or is placed under judicial management; or
 - (iv) If the Licensee takes steps to de-register its company or the company is de-registered; and
 - (v) For reasons of breaching national security.
- (d) Notice of cancellation or suspension shall not be less than sixty (60) days.

14.7. Exercise of Powers

14.7.1. In exercising any powers granted to the Authority in terms of the law, the Authority shall;

- (a) Act reasonably, having regard to all surrounding circumstances,
- (b) Prior to exercising any power, afford the Licensee every reasonable opportunity to make representations to the Authority in respect of all relevant issues,
- (c) Provide timely information at the request of the Licensee and furnish written reasons for any decisions made.

14.7.2. This Licence is subject to the terms and conditions contained herein and to the Act, Rules and Regulations respectively. In the event of any conflict or inconsistency between the provisions of this Licence, and the provisions of the Act, Rules or Regulations, the provisions of the Act, Rules and Regulations shall prevail.

14.7.3. Within a period of ninety (90) days of the date of cancellation of this licence, the Authority may re-tender the licence.

14.8. Force Majeure

14.8.1. Force Majeure refers to an event or accident which is beyond the control of the Licensee that includes but not limited to:

- 14.8.1.1. acts of God, action by or against enemies of the State, riot or civil commotion;
- 14.8.1.2. strikes, lockouts, insurrection and other industrial disturbances;
- 14.8.1.3. wars, blockades or other wartime or emergency controls imposed by Government
- 14.8.1.4. earthquake, hurricane, flood, fire, or explosions;
- 14.8.1.5. outbreak of pestilence or epidemics; and
- 14.8.1.6. embargoes or trade restrictions;

14.8.2. Any failure by the Licensee to comply with any obligation, terms or conditions of the licence shall be excused to the extent that it is caused by Force Majeure event including extreme weather conditions, fire, war or civil strife.

14.8.3. The Licensee shall use reasonable endeavours to minimise the impact on its operations of any event of this nature and to remedy, if possible, the failure, or make good the delay.

14.8.4. The Licensee shall keep the Authority informed of any problems that may be encountered, their consequences on its operations and the steps it is taking to address the problems.

14.8.5. The Licensee shall not be in breach of this Licence if and to the extent that it is prevented from fulfilling its obligations by reason of Force Majeure.

14.9. Penalties

14.9.1. The Licensee shall be required to pay penalties prescribed in the penalties regulations amended from time to time for any breaches to this licence document, the regulations and instructions or directives given in terms of the Law.

14.10. Indemnity

14.10.1. The Licensee shall indemnify the Authority against any losses, claims, charges or expenses, actions, damages or demands, which may be made against the Authority by any third party, as a result of, or in relation to the activities of the Licensee, its service providers, servants, or agents, in connection with the provision of the service or the construction, operation, development, extension, or use of the network.

14.11. Fair trading

14.11.1. The Licensee shall not show undue preference to, or exercise undue discrimination against, particular persons or persons of any class or description in respect of:

- (a) the provision of any telecommunication services, (including, without limitation, maintenance services), in accordance with any obligations imposed by this licence,
- (b) The quality and terms of any interconnection services provided by the Licensee to a network operator under any agreement between them.

14.11.2. The Licensee may be deemed to have shown undue preference or undue discrimination as described in **Clause 14.11.1** if the Authority determines that the licensee unfairly favours to a material extent, any business owned by it, so as to place at a significant competitive disadvantage, persons lawfully competing with that business.

14.11.3. The Licensee shall not make it a condition of:

- (a) Providing any telecommunication service in Zimbabwe by means of the Licensed Network,
- (b) Supplying any telecommunication apparatus in Zimbabwe for connection to the Licensed Network, or
- (c) Connecting any telecommunication apparatus or system in Zimbabwe to the Licensed Network;

that any person requesting the telecommunication service, apparatus or connection concerned, should acquire from the Licensee or any other person specified by it, any telecommunication service other than the particular telecommunication service requested, except where the telecommunication

service requested cannot otherwise be provided, or the telecommunication apparatus requested cannot otherwise reasonably be used, without the other telecommunication service.

14.11.4. **Clause XX** shall not prevent the Licensee from imposing any terms and conditions as are permitted under **Clause Error! Reference source not found.** and the guidelines contemplated there under;

14.11.5. The 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 shall:

- (a) not engage in any cross-subsidization;
- (b) not engage in the abuse of its dominant position, if any;
- (c) not enter into any exclusive arrangements with third parties for the location of its Network Facilities that are acquired to provide the service;
- (d) not enter into any agreements or undertakings with any person, including any Supplier of services, that compete with the service, which have as their objective or effect, the fixing of prices or any other restraint on competition;
- (e) not engage in any anti-competitive tied or linked sale practices, provided that, the Licensee may bundle services, as long as the bundled services are also available separately; and
- (f) not use information obtained from competitors, if the object or effect of such use is anti-competitive.

14.11.6. If the Licensee is aggrieved by the decision of the Authority s/he may appeal to the Minister in terms of **Section 96** of the Act.

15. ISSUE OF LICENCE

This Telecommunications Licence for Network Facilities is issued to **XXXXXXXXXX**, by the Postal and Telecommunications Regulatory Authority of Zimbabwe, in terms of the Postal and Telecommunications Act [Chapter 12:05].

Thus signed at **Harare** on this day of 2021.

For and on behalf of the Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ):

.....
POTRAZ Board Chairman

.....
POTRAZ Director General

Acknowledgement

The Licensee acknowledges having read and understood the terms and conditions of the licence on this ----- day of ----- 2021.

Signed: _____
For and on behalf of

Designation: _____

As Witnesses: 1:-----

2:-----

16. SCHEDULE A: SERVICE AREAS



17. SCHEDULE B: DEFINITION OF TOWN NAMES

1	ARC	Arcturus	24	CZA	Chitungwi za	48	KEZ	Kezi	71	MSB	Middle Sabi	94	RCF	Red Cliff
2	BBG	Beit Bridge	25	DRW	Darwendal e	49	KMT	Kamativi	72	MTA	Mutawatawa	95	RFG	Raffingora
3	BEB	Birchenough Bridge	26	DTE	Dete	50	KRB	Kariba	73	MTD	Mount Darwin	96	RSG	Rushinga
4	BIG	Binga	27	EGN	Esigodini	51	KTA	Kachuta	74	MTE	Mutare	97	RSP	Rusape
5	BND	Bindura	28	FBS	Filabusi	52	KWA	Kotwa	75	MTG	Mataga	98	RTA	Rutenga
6	BNK	Banket	29	FIG	Figtree	53	KWE	Kwekwe	76	MTK	Mutoko	99	RWA	Ruwa
7	BRE	Beatrice	30	FOB	Forbes	54	KYB	Kanyemba	77	MTS	Mutorashanga	100	SEL	Selous
8	BYO	Bulawayo	31	GKW	Gokwe	55	KZL	Kazungula	78	MVI	Mvurwi	101	SGI	Shurugwi
9	CBW	Collin-Bawn	32	GLD	Glendale	56	LLP	Lalapanzi	79	MVM	Mvuma	102	SHG	Shangani
10	CCH	Checheche	33	GND	Ngundu	57	LUP	Lupane	80	MVO	Masvingo	103	SHV	Shamva
11	CGU	Chegutu	34	GTU	Gutu	58	MAS	Mashava	81	MWE	Mazowe	104	SNY	Sanyati
12	CGY	Chipangayi	35	GVE	Guruve	59	MBA	Mubaira	82	NDL	Nyamandlovhu	105	SZA	Sadza
13	CHK	Chakari	36	GWA	Gwanda	60	MCK	Macheke	83	NMB	Nembudziya	106	TLY	Trelawney
14	CHY	Chinhoyi	37	GWI	Gwai	61	MDA	Murambinda	84	NNG	Nyaningwe	107	TRG	Triangle
15	CHZ	Chiredzi	38	GWR	Gweru	62	MGJ	Magunje	85	NTN	Norton	108	TRK	Turk Mine
16	CMY	Chendambuya	39	HLD	Headlands	63	MGW	Mberengwa	86	NYA	Nyanga	109	TSH	Tsholotsho
17	CNN	Chimanimani	40	HRE	Harare	64	MHA	Mhangura	87	NYI	Nkayi	110	VFL	Victoria Falls
18	CON	Concession	41	HUA	Hauna	65	MHO	Mhondoro	88	NYK	Nyika	111	WNC	West Nicholson
19	CPG	Chipinge	42	HWK	Hwange	66	MKT	Makuti	89	NYM	Nyamapanda	112	WZA	Wedza
20	CRU	Chirundu	43	JDL	Juliasdale	67	MNA	Mamina	90	NYZ	Nyazura	113	ZBE	Zhombe
21	CTW	Chatsworth	44	JLO	Jotsholo	68	MRB	Murombedzi	91	ODZ	Odzi	114	ZVI	Zvishavane
22	CTY	Centenary	45	JRA	Jerera	69	MRD	Marondera	92	PEN	Penhalonga			
23	CVU	Chivhu	46	KAI	Karoi	70	MRW	Murewa	93	PLT	Plumtree			
			47	KDO	Kadoma									

18. SCHEDULE C: ROLLOUT TARGETS

18.1. Detailed rollout plan for the next five (5) years

REF NO.	ABR.	TOWN	Areas Currently Covered	TARGET			
			Current	2021	2022	2023	2024

19. SCHEDULE D: QUALITY OF NETWORK STANDARDS

- 19.1. The Licensee shall take reasonable and prudent measures to ensure that its Infrastructure Facilities are available and operate properly at all times. Any fault in any component of its Infrastructure Facility shall be repaired as quickly as possible.
- 19.2. The Licensee shall ensure that its Infrastructure Facility does not hinder in anyway, meeting or exceeding of the quality of service standards imposed on the licensed telecommunication service providers and other licensed Infrastructure Facility Providers making use of its Infrastructure Facility.
- 19.3. The licensee shall adhere to any quality of service standards prescribed by the Authority for the licensee at any later time.
- 19.4. The Authority may carry out performance tests and evaluate Quality of service parameters in licensees Infrastructure Facility at any time during the tenure of the license. The licensee shall provide ingress, equipment and any other support necessary for carrying out such tests.
- 19.5. The licensee shall ensure that at least ninety-nine per cent (99%) of the total system remains functional round the clock and shall further ensure that appropriate measures are adopted to minimize the facility downtime and sufficient backup mechanisms are available to licensed telecom service providers and licensed Infrastructure Facility Providers operators in case of fault, such complaints shall be attended to and rectified promptly and up to specified grade Infrastructure Facility.
- 19.6. The Licensee shall resolve any client complaint within the resolution-time stated in these Regulations or as may be approved by the Authority from time to time.
- 19.7. Where a Licensee fails to resolve a consumer complaint in accordance with the terms of this licence, the Licensee shall compensate the client for any loss suffered in addition to paying any fines that may be imposed by the Authority.

20. SCHEDULE E: SPECTRUM ASSIGNMENTS AND ALLOTMENTS

20.1. General Terms and Conditions

- 20.1.1. The Licensee is hereby granted this Radio Spectrum Authorisation, which provides the right to use the allotted and assigned Radio Spectrum in accordance with the terms and conditions of this Schedule, the terms and conditions of the Licence, the Act, and applicable Regulations, General Determinations, Adjudicative Decisions, Orders or Directives made or issued in accordance with Act and applicable International Treaties and Regulations.
- 20.1.2. The Licensee shall use the authorised (allotted or assigned) Frequencies for the provision of Licensed Services and in conjunction with the Licensed Network
- 20.1.3. The licensee shall abide by prevalent Zimbabwe National Frequency Allocation Plan orders, instructions & directions on the subject like Satellite Communications, VSAT Communications etc in case of provision of Infrastructure Facilities involving satellite media.
- 20.1.4. The Licensee's rights in the coordination zone (the area within 50Km from the national border) are subject to successful coordination with the relevant neighbouring Administrations. For this purpose, the Licensee shall provide for a four week coordination period, in addition to the time for ordinary approval processes, when submitting applications with respect to radio sites to be established in such areas.
- 20.1.5. The Licensee shall comply with any technical or other requirements that the Authority may adopt in respect of the Authorised Use.
- 20.1.6. The Licensee shall utilize the Assigned Frequencies in full conformity with the Zimbabwe National Frequency Allocation Plan and the Licensee Frequency Assignment Register maintained by the Authority, including any amendments thereto
- 20.1.7. This Authorisation does not grant the Licensee any ownership rights in the Alloted / Assigned Frequencies, and no such rights shall be created or implied by virtue of the Licensee's use of the Alloted / Assigned Frequencies
- 20.1.8. The Licensee shall not transfer, assign, Sub-License or lease, in whole or in part, this Authorisation or the spectrum usage rights granted herein to any third party, including any Affiliate, without the prior written authorization of the Authority. For purposes of this condition, "assignment" shall be deemed to include a change of Control of the Licensee
- 20.1.9. The Licensee shall use the Assigned and Allotted frequencies efficiently and shall notify the Authority promptly if the Licensee no longer requires the use of any portion of the assigned or allotted frequencies. In addition, the Authority may direct the Licensee to identify and release any or the entire assigned

and/or allotted spectrum if the Authority determines the spectrum is not being used or that it is being used inefficiently.

20.1.10. The licensee shall comply fully with instructions issued by the Authority to identify or release any radio spectrum in the interest of maximising spectrum efficiency and the Public good as determined by the Authority in accordance with law.

20.1.11. Nothing in this Authorisation shall relieve the Licensee of the obligation to comply with any other requirement of law or practice to obtain additional consents, permissions, authorizations, licences or permits as may be necessary to operate Radio Apparatus or Radio Stations, establish, construct and operate an Electronic Communications Network, or provide Electronic Communications Services.

20.2. Radio Spectrum Usage Fees

20.2.1. The licensee shall pay, in advance of each Calendar Year, Radio Spectrum Usage Fees calculated in terms of the Postal and Telecommunications (Licensing, Registration and Certification) Regulations Statutory Instrument 11A of 2001 as amended from time to time

20.2.2. Failure to pay the required Radio Spectrum Usage fees, when they become due, shall be sufficient grounds for revocation or suspension of this Authorisation.

20.2.3. The Authority may change its spectrum management approach, the method, type and timing of fees, spectrum access mechanisms or the amount of fees per MHz of spectrum, and shall notify the Licensee in writing, through a Regulatory Notice or other means, at least sixty (60) days in advance of the change taking effect.

20.3. Requirements for Radio-communication Installations

20.3.1. The Licensee shall not establish, install or operate a radio site or equipment without authorisation

20.3.2. Except for allotted frequencies, the Licensee shall not operate a frequency at a radio site without authorisation.

20.3.3. Each radio communication installation for telecommunication operated by the licensee shall be used in accordance with geographical, operational and technical parameters upon which the granting of the authorisation was based and as reflected in this Schedule and the associated Licensee Master Frequency Register (LMFR) including, inter alia:

(i) the location

(ii) Transmit and Receive Frequencies, Channel Bandwidth and Emission Class.

- (iii) transmit Power (EIRP)
- (iv) Antenna height and characteristics.

20.3.4. The licensee shall not change -

- (i) any characteristics of a radio-communication installation for telecommunication; or
- (ii) The location of any radio communication installation for telecommunication without the prior approval of the Authority.

20.3.5. For each radio site, the Licensee shall maintain the following records up-to date and shall promptly supply the Authority with copies upon request:

- (i) The equipment specifications of all Radio Stations and other Radio Apparatus operating under this Licence;
- (ii) the effective radiated power of all transmitters radio site and the respective antennae heights;
- (iii) the measures taken to ensure that each transmitter at the site is not a source of harmful radiation to the public, and the Licensee's employees and contractors;
- (iv) any information necessary for the Authority to develop and keep updated the Zimbabwe National Frequency Allocation Plan and Licensee Frequency Assignment Register;
- (v) the emission designation of each transmitter, as prescribed by the Applicable Regulatory Framework; and
- (vi) The types of services provided to the Licensee's End-Users using the Assigned Frequencies at site.

20.4. Frequency Allotments

20.4.1. Frequencies in an allotment pool can be used by the operator on a primary basis, on approved sites, throughout the territory of Zimbabwe, outside of the coordination zone. Inside the coordination Zone, use of the frequencies shall be subject to Agreement by the neighbouring Administration.

20.4.2. Use of allotted frequencies on unapproved sites constitute a breach of the Postal and Telecommunications Act Cap 12:05

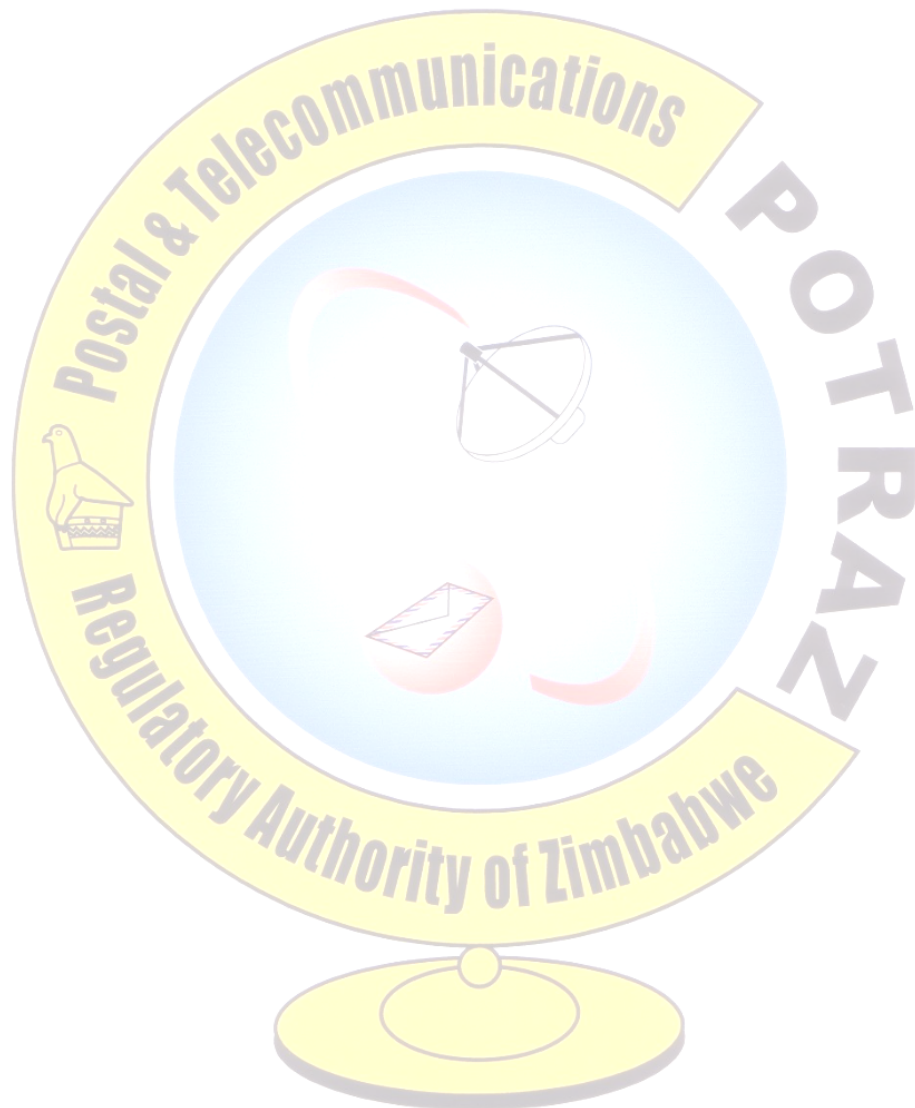
20.4.3. Allotted frequencies shall be used in accordance with the stipulated Channelling Plan and technology standards.

20.4.4. The frequencies in the Tables 1 and 2 below have been allotted to the Licensee.

20.5. Frequency Assignments

20.5.1. Assigned frequencies can only be used at the exact location, using deployment characteristics and parameters used in granting the Authorisation. Tables 3 to 6, below, provide technical details of radio frequency spectrum assigned to the

Licensee in various bands. The actual assignments are contained in the Licensee Master Frequency Assignment Register.



20.6. Spectrum Assignments

Table 1:**2.5 GHz Band Assignment**

Frequency Band	Allotments and Pairing arrangements				Technology Standards Channeling Arrangements
	MTX (MHz)	Centre gap (MHz)	BTX (MHz)	Channel Bandwidth (MHz)	

Table 2:**3.5 GHz Band Assignments**

For the sub band 3401.25 MHz - 3500 MHz

Lower sub-band f c, n = 3401.25 + 1.75 n MHz

Upper sub-band f c, n = 3450.25 + 1.75 n MHz

And for the sub band 3500 MHz - 3600 MHz

Lower sub-band f c, n = 3501.25 + 1.75 n MHz

Upper sub-band f c, n = 3550.25 + 1.75 n MHz

Where n = 1, 2, ..., 55

Frequency Band	Allotments and Pairing arrangements				Technology Standards Channeling Arrangements
	MTX (MHz)	Centre gap (MHz)	BTX (MHz)	Channel Bandwidth (MHz)	

Table 3:**6 GHz Band Assignments (Rec. ITU-R F.383-9)**

Channel	TX (MHz)	Rx (MHz)	BW (MHz)

Table 4:**11 GHz Band Assignments (ITU-R F387-4)**

Channel	TX (MHz)	Rx (MHz)	BW (MHz)

Table 5:**18 GHz Assignments****Rec ITU-R F.595-10**

$$f_n = f_0 - 1000 + 27.5n \text{ MHz}$$

$$f'_n = f_0 + 10 + 27.5n \text{ MHz } n=1,2,3,\dots,35$$

Channel	Frequency Go (MHz) f_n	Frequency Return (MHz) f'_n	Bandwidth (MHz)	Duplex Separation (MHz)

Table 6:**Ku Band Assignments**

Channel	TX frequency (MHz)	Rx Frequency (MHz)	BW (MHz)