



**NATIONAL COMMUNICATIONS AUTHORITY  
FEDERAL REPUBLIC OF SOMALIA**

**COMMUNICATIONS INFRASTRUCTURE AND SERVICES  
PROVIDER (CISP) LICENSE**

**FOR**

**INCUMBENT OPERATOR**

**Approved and Issued by the National Communication Authority of the  
Federal Republic of Somalia**

**Under the National Communications Act of, 2017**

**to**

**[COMPANY NAME]**

**0X/0X/2020**

**LICENSE NO: CISP/X/2020/00X**

# Contents

1.	DEFINITION .....	6
2.	DURATION AND RENEWAL OF THE LICENSE.....	6
3.	LICENSED SERVICES .....	7
4.	LICENSE FEES .....	7
5.	FREQUENCY ASSIGNMENT .....	7
6.	AMENDMENT.....	7
7.	REVOCATION OR SUSPENSION OF THE LICENSE .....	7
8.	CONTINUITY OF SERVICE.....	8
9.	NUMBERING.....	8
10.	ASSIGNMENT, TRANSFER AND SUBCONTRACTING .....	8
11.	NOTIFICATION OF CHANGE IN SHAREHOLDING.....	9
12.	CUSTOMER CARE SERVICES .....	9
13.	SERVICE TERMS, CHARGES, AND BILLING .....	9
14.	QUALITY OF SERVICE REQUIREMENTS.....	10
15.	REGISTRATION OF CUSTOMERS .....	10
16.	COMPLIANCE WITH LAWS AND REGULATIONS .....	10
17.	REQUIREMENTS TO PROVIDE INFORMATION.....	10
18.	INTERCONNECTION .....	10
19.	INTERRUPTION OF LICENSED SYSTEMS.....	11
20.	INTERFERENCE.....	11
21.	TECHNOLOGY NEUTRALITY.....	11
22.	COMPETITION .....	11
23.	ROAMING.....	11
24.	RIGHTS OF WAY .....	12
25.	EMERGENCY SERVICES .....	12
26.	PENALTIES AND FINES .....	12
27.	FORCE MAJEURE.....	12
28.	INDEMNITY .....	12
29.	SAFETY MEASURES.....	12
30.	PRIVACY AND CONFIDENTIALITY .....	12
31.	GOVERNING LAW .....	12
32.	DISPUTE RESOLUTIONS .....	12
33.	MISCELLANEOUS PROVISIONS .....	12

## LICENSE DATED [30/07/2020]

The National Communication Authority of the Federal Republic of Somalia (the “NCA” or the “Authority” is the Authority responsible for the licensing and regulation of communication services within the Federal Republic of Somalia.

In accordance with the National Communications Act of 2017, the Authority hereby issues unrestricted Communication Infrastructure and Services Provider (CISP) License to [XXXX OPERATOR] (the “Licensee”) and authorizes the Licensee to provide Communications Infrastructure, Applications and Services both to end-users and other licensed operators in the Federal Republic of Somalia in accordance with the Terms and Conditions set forth herein (the “License”).

The Communication Infrastructure may include fixed links, radio communication transmitters, satellites and satellites station, submarine cable/transit, fiber/copper cable, towers, and switches, base stations. The Services include voice services, Internet access, data services, Mobile Money Services, Mobile Network Virtual Operator Services, IPTV and Value-Added Services.

This License is issued on 30/07/2020 (the “Issuance Date”) under license number [**LICENSE NO: CISP/X/2020/00X**] and amends, and replaces all licenses issued prior to Issuance Date.

All capitalized terms not defined in this license have the meanings set out in the National Communication Law and NCA Regulations.

Dated: XX/0X/2020

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Mr Abdullahi Abdiaziz Mohamed  
General Manager  
National Communications Authority  
Federal Republic of Somalia

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Mr Ahmed Ali Salad  
Chairman of the Board  
National Communications Authority  
Federal Republic of Somalia

## 1. DEFINITION

In this license, the following terms shall have the following meanings:

**“Act”** means the Federal Republic of Somalia National Communications Act of 2017, any successor legislation and any subsequent amendments made thereto;

**“Annual Fee”** means an annual charge paid to the Authority for providing licensed services;

**“Authority”** means the National Communications Authority of the Federal Republic of Somalia.

**“Communication Infrastructure and Services”** means combination of Network Facilities and Network Services, which enables operators to provide multiple services, namely; Network facilities provider services and non-infrastructure-based Network services, which consists of Internet Services, Applications and Value-added Services provision.

**“Communication Legislation”** means the Communication Law (as amended or replaced from time to time) and any Regulation issued thereunder.

**"Force Majeure"** means, in relation to a party, an event, circumstance or combination of events or circumstances, occurring after the date of this Agreement which:

- a) is unforeseeable and outside the control of the Affected Party; and
- b) could not be avoided, prevented or overcome by the Affected Party through the exercise of diligence and reasonable care in accordance with Good Industry Practice,

**“License”** means authority to construct, provide, own and make available Network Facilities;

**“License Fee”** means one off license fee negotiated by the Licensee, the Authority, the Minister of Finance and Minister of Post, Communications and Technology but which must be approved by the Authority for the grant of the License;

**“Licensee”** has the meaning set forth in the preamble of this License.

**“Operational Control”** Means the ability to control the business and affairs of a Person or to direct or cause the direction of management whether by ownership or contract or otherwise.

**“Person”** means a natural person or any entity with legal personality.

**“Provider” or “Service Provider”** means a Person who provides, directly or indirectly, Communication Services.

**“Regulation”** means any regulation of the Authority pursuant to powers under the Act that imposes an obligation, duty, condition or requirement on any Provider.

**“Renewal”** means the renewal of the license once it is about to expire.

**“Requesting Licensee”** means a Person Licensed by the Authority who has expressed a desire to interconnect with another Licensee.

**“Service Level Agreement”** means a standard template of SLA between the Licensee Requesting Licensees of a given License category.

**“Spectrum Frequency”** has the meaning provided in the National Communications Act.

## 2. DURATION AND RENEWAL OF THE LICENSE

2.1 This License is effective on ..... (the “Effective Date”) and shall have term of twenty (20) years unless terminated earlier pursuant to Clause 7 below.

2.2 The License shall automatically terminate upon expiry of its term if it is not renewed.

2.3 The Authority shall issue an appropriate License at the request of the Licensee two years

prior to the expiry of the License in accordance with Clause 2.4.

2.4 Subject to Communication Legislation in effect at the time of renewal, the Authority shall renew the License on substantially the same terms and conditions as those applicable to the Licensee during the preceding License period.

### **3. LICENSED SERVICES**

The Licensee is authorized to provide unrestricted Communications Infrastructure and Services including submarine cable/transit and lease of communication infrastructure both to Licensee end-users and to other licensed operators in the Federal Republic of Somalia.

### **4. LICENSE FEES**

The Licensee shall pay to the Authority:

4.1 License Application Fee \$10,000

4.2 License Fee as defined in Clause 1.

4.3 Annual Administration Cost Fee of \$50,000 payable on 31<sup>st</sup> of January each year.

### **5. FREQUENCY ASSIGNMENT**

5.1 The Licensee is authorized to exercise the exclusive right to use the electromagnetic spectrum that the Licensee is using, for a period of two (2) years from the License Effective Date.

5.2 Upon the expiry of the two (2) years, Authority shall assign a Spectrum Frequency to the Licensee in accordance with the Authority's National Frequency Plan and Spectrum Management Regulation.

5.3 The Licensee's right to use the electromagnetic spectrum described in Clause 5.1 shall be subject to the Authority's National Frequency Plan and Spectrum Management Regulation.

5.4 The licensee shall pay to the Authority annual fee for spectrum monitoring and management (the "Spectrum Management Fee").

5.5 The Authority shall determine the amount of the Spectrum Management Fee in accordance with applicable provisions of the National Communication Act.

### **6. AMENDEMENT**

Any provision in the license other than the License Regulatory Conditions may be amended if the Licensee and the Authority agree in writing to such amendment.

### **7. REVOCATION OR SUSPENSION OF THE LICENSE**

7.1 This License may not be terminated prior to the expiry of its term except in accordance with Clause 7.1.1, 7.1.2 or 7.1.3 below:

7.1.1 this license may be terminated if the Licensee and the Authority agree in writing to terminate the License;

7.1.2 this license may be terminated if the Licensee is in material breach of the terms and conditions and the Licensee has been notified of the breach of the license and has been given reasonable notice to comply and failed to comply and even after being issued with a penalty has failed to pay the penalty and/or continues with the non-compliance;

7.1.3 the Authority may terminate the License if the Licensee is dissolved, or enters

into liquidation, bankruptcy, receivership, administration, or equivalent proceedings or makes a general assignment for the benefit of creditors.

7.2 The Authority may suspend some/part of the activities/services of the Licensee where the Licensee is in material breach of the terms and conditions of the License and the Licensee has been notified of the breach of the license and has been given a reasonable notice to comply and failed to comply and even after being issued with a penalty continues with the non-compliance.

7.3 In order to revoke or suspend the license, the Authority must:

7.3.1 notify the Licensee in writing of its intent to revoke License and specific grounds for such revocation, including that such event, change or acquisition would in its opinion be a material breach of or default under the License terms and conditions or the Act; and

7.3.2 confirm that such event, change or acquisition has not been reversed or remedied within the reasonable time specified by the Authority.

## **8. CONTINUITY OF SERVICE**

The Licensee shall comply with the reasonable direction of the Authority to ensure the continuity of provision of services to the Licensee customers following the termination or expiry (if not to be renewed) of the License pursuant to such transition process as the Authority shall reasonably require.

## **9. NUMBERING**

9.1 Subject to Numbering Regulation to be issued by the Authority, the Licensee shall have the right to exclusively use the blocks of consecutive numbers that it holds.

9.2 The Licensee shall pay annual fees in respect of the numbers allocated to the licensee (the “Numbering Fees”) for the Authority tasks and responsibilities in controlling and supervising the numbering of telecommunication services in the Federal Republic of Somalia.

9.3 The amount of the Numbering Fees and the payment method shall be detailed in a Numbering Regulation to be issued by the Authority.

9.4 The Licensee expressly acknowledges that the assigned numbers are a national resource and that the Licensee obtains no ownership interest in the assigned numbers.

## **10. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

Without the prior written approval of the Authority, the Licensee shall not:

10.1 subcontract, assign, pledge or otherwise transfer to another Person this License or any rights under it; or

10.2 dispose or agree to dispose of all or substantially all of the assets and undertaking of the Licensee; or

10.3 engage in an issuance, or transfer of shares in the Licensee or other transactions which would have direct or indirect effect of causing the transferee to acquire (directly or indirectly) (i) fifteen (15) per cent or more of the Licensee’s share capital, voting rights or securities; or (ii) Operational Control of the Licensee.

10.4 Notwithstanding any other provision of this License and any arrangement it may enter into with any Person relating to the exercise of the Licensee rights or fulfillment of its obligations under this License, the Licensee shall remain subject to, and shall retain full responsibility and liability for the fulfillment of, all of the obligations set forth in this License and the Act and Regulation issued by the Authority.

## **11. NOTIFICATION OF CHANGE IN SHAREHOLDING**

11.1 No direct or indirect sale, transfer or other divestiture of shares in the Licensee (or any of the Licensee's direct or indirect shareholders) representing fifteen (15) per cent or more of the shares then in issue in the Licensee shall be effected without the prior written approval of the Authority, nor shall there be any direct or indirect sale, transfer or other divestiture of shares in the Licensee (or any of the Licensee's direct or indirect shareholders) to a shareholder already holding or as a result of such sale or transfer would hold fifteen (15) per cent or more of the shares then in issue in the Licensee without prior written approval of the Authority.

11.2 The Authority shall be notified of the material terms of the proposed sale, transfer or divestiture, the identification of the proposed transferee and of any other information that may be reasonably requested by the Authority.

11.3 The Authority shall approve or reject such a sale, transfer or other divestiture within thirty (30) days of being notified of the intended sale, transfer or other divestiture.

11.4 For the purposes of Clause 11.1, the Authority may reject any sale, transfer or other divestiture of shares or impose such restrictions or conditions thereon as the Authority deems appropriate taking into account in its sole discretion:

11.4.1 the effect on the competitiveness of the relevant market in Communication Services;

11.4.2 matters of national security and any other valid considerations under applicable law.

## **12. CUSTOMER CARE SERVICES**

12.1 The Licensee shall establish and maintain efficient information services to assist any person to answer questions regarding products, services, and any other reasonable questions relating to the Licensed Services.

12.2 The licensee shall provide, facilities for the provision of customer care services which shall include but not limited to:

12.2.1 Dedicated customer care lines accessible at no fee;

12.2.2 Customer care offices/points

12.3 The Licensee shall submit a customer care, complaints handling procedures to the Authority within sixty days (60) days from License Effective Day.

12.4 The licensee shall provide facilities for customer care services that meet the standards as specified by the Authority from time to time.

## **13. SERVICE TERMS, CHARGES, AND BILLING**

The Licensee shall at all times during the term of this License make available to customers clear and intelligible terms of service, including the charges for service, and these terms shall be publicly available. In the event of a dispute between the Licensee and a customer, the Authority may resolve such dispute at the request of either the Licensee or the customer.

#### **14. QUALITY OF SERVICE REQUIREMENTS**

14.1 The Licensee shall meet the quality of service requirements as may be as prescribed by the Authority from time to time.

14.2 The Authority reserves the right, upon reasonable notice to the Licensee, to review the quality of service requirements periodically.

14.3 The Licensee shall enter into a Service Level Agreement (SLA) with a Requesting Licensee to ensure the connectivity provided is of an agreed quality.

#### **15. REGISTRATION OF CUSTOMERS**

The Licensee shall register its customers in accordance with Article 66 of the National Communications Act.

#### **16. COMPLIANCE WITH LAWS AND REGULATIONS**

16.1 The Licensee shall observe all applicable laws and Regulations of the Federal Republic of Somalia, including, but not limited to, the National Communication Act, any Regulations issued by the Authority and any other Communication Legislation.

16.2 Nothing in this License shall be taken as discharging the Licensee from its obligations to obtain any other licenses, permits or approvals that may be required under any law or regulation in force in the Federal Republic of Somalia

#### **17. REQUIREMENTS TO PROVIDE INFORMATION**

The Licensee shall provide the Authority in timely manner and upon request information reasonably required by the Authority to supervise and enforce effectively the terms of this License.

#### **18. INTERCONNECTION**

18.1 Subject to applicable requirements of the National Communication Act and Regulations by the Authority, the Licensee shall permit a requesting Licensee to connect its licensed platform to other licensed systems so as to enable the establishment and the provision of licensed services by the requesting Licensee.

18.2 The Licensee shall provide the services in 18.1 above on a fair, transparent and non-discriminatory basis.

18.3 The Licensee may not disconnect any interconnection without the advance authorization of the Authority.

18.4 In the event of any dispute between the Licensee and the operator of another Licensed System, the Authority shall resolve such dispute in accordance with Article 50 of the National Communications Law.



## **19. INTERRUPTION OF LICENSED SYSTEMS**

19.1 The Licensee shall not intentionally interrupt the operations of the Licensed Systems or any part thereof, or the services provided to any Requesting Licensee, in the normal course of business, nor shall it in the normal course of business suspend the provision of any type of connectivity without having first sought and obtained approval from the Authority in writing and subsequently providing reasonable advance notice to persons likely to be affected by such interruption or suspension.

19.2 In the event of unintentional/unforeseen interruption of the Licensed Systems or part thereof, which are significant in nature, the Licensee shall inform the public and notify the Authority in writing within 24 hours outlining the cause of such interruption and the steps being taken to rectify such interruption.

## **20. INTERFERENCE**

20.1 The Licensee shall take all necessary steps to ensure that its assigned radio frequencies is safe and does not cause interference to the other existing radio-communication stations, networks and systems operating in the same area or radio frequency band or other areas or radio frequency bands.

20.2 Licensee shall take all appropriate measures to ensure that its network and the radio communication stations and equipment comprised therein are adequately protected from interference that may be caused by radio-communication stations and networks operating in the same area or radio frequency band or other areas.

20.3 In the event of interference to a licensed system or interruption to a licensed service occurs, the Authority shall investigate and determine the cause. If it is determined by the Authority that the Licensee has caused interference as stated above, the Licensee will be required to eliminate such interference immediately upon notification by the Authority to do so.

20.4 If a Licensee is found to be responsible for interference or interruption the authority shall impose an appropriate penalty.

## **21. TECHNOLOGY NEUTRALITY**

Licensee may use any wireless telecommunications standard that has been approved by recognized standards bodies for the provision of telecommunications services in the licensed spectrum.

## **22. COMPETITION**

The Licensee shall not engage in any conduct that has the purpose or effect of lessening competition in any market for communications services.

## **23. ROAMING**

23.1 The Licensee may enter into international roaming agreements with international operators for the provision of services within the territory of the Federal Republic of Somalia.

23.2 The Licensee shall, upon reasonable request, enter into agreements for the provision of national roaming with other Licensees to provide telecommunications services within the Federal Republic of Somalia.

## **24. RIGHTS OF WAY**

Subject to applicable laws and Regulations, the Licensee shall have access to public and private property for the construction, operation, and maintenance of the Licensed System, subject to the requirement to pay appropriate compensation for any such use of public or private property and to repair any damage caused by such access to and use of public or private property.

## **25. EMERGENCY SERVICES**

The Licensee shall provide access to rescue and emergency services including calls to local emergency service organizations such as police and ambulance as set forth by the Authority.

## **26. PENALTIES AND FINES**

26.1 In the event that the Licensee is found to be in a material breach of the provisions of this License, the Authority may impose a fine in such an amount as the Authority determines provided that such amount is proportionate to the gravity of the breach.

26.2 The Licensee shall promptly pay or otherwise comply with any penalty or fine imposed by the Authority in accordance with Clause 26.1 above.

## **27. FORCE MAJEURE**

The Licensee shall not be held to have failed to comply with any term or condition under this License if it is caused by primarily and directly by an event of Force Majeure.

## **28. INDEMNITY**

A Licensee shall indemnify the Authority against any claims of proceedings arising from any breach or failings on the part of the Licensee.

## **29. SAFETY MEASURES**

A Licensee shall, when installing its communications systems, take all reasonable steps to:

- 29.1 Observe international standards and practices.
- 29.2 Protect the safety of persons and property.
- 29.3 Protect the environment in accordance with environmental laws.

## **30. PRIVACY AND CONFIDENTIALITY**

The Licensee shall at all time protect the privacy and confidentiality of customers' data and of customers' communication.

## **31. GOVERNING LAW**

This License shall be governed by and construed according to the laws of the Federal Republic of Somalia.

## **32. DISPUTE RESOLUTIONS**

The dispute settlement mechanism set out in the Act and/or Regulations shall apply to any dispute or disputes that arise out of the provisions of this License.

## **33. MISCELLANEOUS PROVISIONS**

33.1 The Licensee shall ensure at all times that:

33.2 The Licensee complies with all obligations under this License.

33.3 The Licensee has the technical qualifications to fully perform the obligations attaching to the License;

- 33.4 The Licensee complies with all reasonable directions of the Authority, and any other relevant authorities in relation to the RF spectrum that are currently in force or that may come into force at any time in the future;
- 33.5 Any Notice or other document required or authorized to be served upon the Licensee under this License, may be served by addressing it to the Licensee and delivering it to the Licensee's registered office or dispatching it to the Licensee's registered office by courier.
- 33.6 This License and the terms and conditions hereof, shall constitute the entire grant of the License and supersede any prior Licenses, permits or undertakings.
- 33.7 If a provision of or part of this License is deemed invalid or not in accordance with the applicable law, the remainder of this License shall remain valid and enforceable.
- 33.8 To the extent that this License refers to specific parts or sections of the Telecommunications Regulation, such parts or sections shall be deemed renumbered in this License according to any such renumbering of those parts or sections in the Telecommunications Regulation, as a result of the amendment of that Regulation.