



**NATIONAL COMMUNICATIONS AUTHORITY  
FEDERAL REPUBLIC OF SOMALIA**

**APPLICATION AND SERVICE PROVIDER (ASP) LICENSE**

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

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

**to**

**[OPERATOR XXXX]**

**XX/XX/2021**

**LICENSE NO: ASP/I/2021/00X**

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## LICENSE DATED [XX/0X/2021]

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 Application and Services (ASP) License to [XXXXX] (the “Licensee”) and authorizes the Licensee to provide Application and Services in the Federal Republic of Somalia in accordance with the Terms and Conditions set forth herein (the “License”).

The Application and Services may include but not limited to Internet services, satellite services, and other application and services carried over networks.

This License is issued on 30/07/2020 (the “Issuance Date”) under license number [**LICENSE NO: ASP/1/2021/00X**] 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/XX/2021

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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.

**“Application and Services”** means the reselling of communication services to end users. It consists of non-infrastructure services and applications services may include among others voice services, Internet Access, data services, mobile money services, IPTV and Value-Added Services. These service application providers typically use leased facilities from Communications Infrastructure Providers to offer services. This will not include MVNO services.

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

**“Effective Date”** means the date on which the Authority grants this license

**“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 provide application and Services;

**“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. SCOPE OF THE LICENSE

2.1 The licensee shall provide services and application in the federal republic of Somalia.

2.2 Where the licensee wishes to introduce new services or make changes to the existing

services, the licensee shall provide the authority with such information as may be required within a specified period.

### **3. DURATION AND RENEWAL OF THE LICENSE**

3.1 This License is granted from the Effective Date for a period of Fifteen (15) years.

3.2 The Authority shall, subject to Communication Legislation in effect at the time, renew the License upon request by the Licensee for an additional period determined by the Authority, upon expiration of the License.

3.3 Where a Licensee wishes to renew the License, it shall apply to the Authority in writing two year prior to the expiry date of the License or at a later date if the Authority so determines.

3.4 On granting a renewal of the License the Authority may vary the terms of the License if the conditions then prevailing require such variation and it is reasonable to do so.

3.5 On renewal, the Licensee may be required to pay a renewal License fee as may be determined by the Authority.

### **4. LICENSE FEES**

The Licensee shall pay to the Authority:

4.1 License Application Fee \$1,000

4.2 Initial Fee of \$5,500

4.3 Annual Administration Cost Fee of \$5,000 payable on 31<sup>st</sup> of January each year.

### **5. PROVISION OF APPLICATION AND SERVICES**

5.1 The licensee shall provide application services in accordance with the applicable recommendations of National and International Standards.

5.2 The Licensee shall provide the Licensed services to any person on reasonable request

### **6. MODIFICATION OF THE LICENSE**

6.1 The Authority may modify this License in accordance with the National Communications Act 2017 and the Regulations, taking into account the reasonable interest and contractual rights of the Licensee and the principles of fair competition and equality of treatment.

6.2 Before modifying any terms and conditions, the Authority shall give the Licensee notice of not less than six (6) months stating the reasons for the intended modification and giving the Licensee an opportunity to make representations.

### **7. RESTRICTION ON TRANSFER OF LICENSE**

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

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

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

7.3 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) twenty-five (25) per cent or more of the Licensee's share capital, voting rights or securities; or (ii) Operational Control of the Licensee.

7.4 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.

## **8. REQUIREMENT TO FURNISH INFORMATION:**

8.1 The Licensee shall submit information to Authority as per any order or direction or Regulation issued from time to time under the provisions of the National Communication Act of 2017 or an amended or modified statute.

8.2 The Licensee shall in no case permit service to any Communication Service Provider whose License is either terminated or suspended or not in operation at any point of time. Where connectivity already exists, the Licensee shall be obliged to disconnect or sever connectivity immediately without loss of time upon receipt of any reference from the Authority in this regard.

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

9.1 This License may not be terminated prior to the expiry of its term except in accordance with Clause 9.1.1, 9.1.2 or 9.1.3 below:

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

9.1.2 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;

9.1.3 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.

9.2 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.

9.3 In order to revoke or suspend the license, the Authority must notify the Licensee in writing of its intent to revoke License and specific grounds for such revocation.

## **10. UNIVERSAL ACCESS AND SERVICE OBLIGATIONS**

The Licensee shall abide by all universal service obligations stipulated by the Authority in accordance with the Act and Regulations.

## **11. TECHNICAL STANDARDS**

The licensee shall comply with Regulations issued by the authority in relation to technical standards for communications equipment to be used within the licensed Application and Services.

## **12. RECORDS AND REPORTING**

12.1 The licensee shall keep written records in comprehensive detail relating to the licensed services and application as the authority may prescribe, including;

12.1.1 The performance of its application and services, including the performance against any quality of service standards established from time to time by the authority.

12.2 All records of the licensee should be kept in secure locations and secure formats designed to ensure their preservation. Performance related data should be retained for a minimum of one (1) year.

### **13. 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.

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

14.1 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 twenty-five (25) per cent or more of the shares then in issue in the Licensee shall be affected without the prior written notification.

14.2 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.

### **15. CUSTOMER CARE SERVICES**

15.1 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.

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

15.2.1 Dedicated customer care lines accessible at no fee;

15.2.2 Customer care offices/points

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

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

### **16. BILLING**

16.1 The Licensee shall ensure that its billing system is accurate.

16.2 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.

16.3 In the event of a dispute between the Licensee and a customer, the Authority may resolve such dispute at the request of the Licensee and the customer.

### **17. QUALITY OF SERVICE REQUIREMENTS**

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

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

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

17.4 The Licensee shall keep a record of number of faults and rectification reports in respect of the service, which will be produced before the authority as and when and in whatever form desired.

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

18.1 The Licensee shall observe all applicable laws and Regulations.

18.2 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

## **19. INTERCONNECTION AND PROTECTION OF THIRD-PARTY INFRASTRUCTURE**

19.1 The Licensee shall permit a Requesting Licensee to connect its licensed platforms to other Licensed Systems so as to enable establishment and provision of licensed services and applications by the requesting Licensee

19.2 The Licensee shall provide the services in 19.1 above on a fair, transparent and non-discriminatory basis.

19.3 The Licensee shall ensure that its services do not damage or harm any third-party property, systems, installations, facilities, or operations

## **20. INTERRUPTION OF LICENSED SERVICES AND PLATFORMS**

20.1 The Licensee shall not intentionally interrupt nor suspend the provision of any type of Licensed Services and Platforms without having first notified the authority in writing and having provided reasonable advance notice to persons affected by such interruption or suspension.

20.2 In the event of an unintentional/unforeseen interruption of the Licensed services or part thereof, the licensee shall inform the public and notify the authority in writing within 24 hours outlining the cause of such interruption, and the steps taken to rectify such interruption

## **21. TECHNOLOGY NEUTRALITY**

Licensee may use any technology including 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. 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.

## **24. 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.

## **25. PENALTIES AND FINES**

25.1 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.

25.2 The Licensee shall promptly pay or otherwise comply with any penalty or fine imposed by the Authority in accordance with Clause 25.1 above.

## **26. 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.

## **27. INDEMNITY**



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

## **28. SAFETY MEASURES**

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

- 28.1 Observe standards and practices prescribed by the Authority.
- 28.2 Protect the safety of persons and property.
- 28.3 Protect the environment in accordance with environmental laws.

## **29. PRIVACY AND CONFIDENTIALITY**

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

## **30. GOVERNING LAW**

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

## **31. 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.

## **32. GENERAL PROVISIONS**

- 32.1 The Licensee shall ensure at all times that:
- 32.2 The Licensee complies with all obligations under this License.
- 32.3 The Licensee has the technical qualifications to fully perform the obligations attaching to the License;
- 32.4 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.
- 32.5 This License and the terms and conditions hereof, shall constitute the entire grant of the License and supersede any prior Licenses, permits or undertakings.
- 32.6 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.
- 32.7 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.