



**National Communications authority
Federal Republic of Somalia**

Lic # NCA-0027/2021

Date:

Spectrum License for Mobile Service Provider– [Telecom Company]

WHEREAS [Telecom Company] requested authorization to use relevant frequency band of spectrum and provide communication services under the authority of the National Communications Authority (NCA).

AND WHEREAS, in accordance with mandate and the policy of the Ministry of Communications and Technology (MOCT), the National Communication Authority, with principal responsibility for Telecommunications, **MAY GRANT** a Spectrum License for Mobile Service Provider.

NOW, THEREFORE, by Article 41 of National Communication Law of October 02, 2017 and pursuant to section 2 of its regulations, the National Communication Authority hereby grants a Spectrum License for Mobile Service Provider to [Telecom Company]

The [Telecom Company] is hereby authorized to use portions of the electromagnetic spectrum for the provision of domestic and international telecommunications service for the specified term of this authorization and subject to the provisions of the Telecommunications Regulations and the terms and conditions overleaf.

Dated: Jun 2021

General Manager,
National Communication Authority
Federal Republic of Somalia

Grant of License

1. This License may be cited as “ _____ ”

Interpretation and Definitions

2. In this License, unless the context otherwise requires:

“**Act**” means the National Communications Act of 2017;

“**Authorized Spectrum**” means the spectrum set forth in the License;

“**Force Majeure**” means any natural disaster, sabotage, riot, civil disturbance, insurrection, epidemic, national emergency or act of war.

“**NCA**” means the National Communications Authority of Somalia;

“**License**” means this license.

“**Licensed System**” means transmission systems, switching or routing systems and other resources that permit the conveyance of signals either by wire, by radio, by optical or by other electromagnetic means, that the Licensee is authorized to construct and operate by virtue of this License.

“**Licensee**” means the [Name of Licensee];

“**Telecommunication Regulation**” means the NCA’s Telecommunication Regulation, as may be amended from time to time, and a reference to the Telecommunications Regulation includes each Regulation, Rule or other Instrument made pursuant to the Act;

3.1. The Licensee is hereby authorized to use only those portions of the electromagnetic spectrum that the Licensee is using on the date of issuance of this License for the first two years of the License term after which the NCA will assign specific portion of spectrum subject to the provisions of the Telecommunications Regulation and this License. The service provider License shall be valid for a period of Five (5) years from the date of its issuance, unless earlier terminated in accordance with provisions stated herein.

3.2. The Licensee shall ensure that for the duration of this License no interference is caused to any licensed user of the Spectrum. In the event that any other Licensed System shall interfere with the operations of the Licensee’s Licensed System, the Licensee may request the assistance of the NCA in eliminating such interference.

3.3. If it is determined by the NCA that the Licensee has caused interference as stated above, the Licensee will be required to eliminate such interference immediately upon notification by the NCA to do so. Should the interference persist, the Licensee will be instructed to cease operation within the specified frequency

bands with immediate effect upon notice given by the NCA. This License will be revoked upon service of said notice.

3.4 It is agreed and accepted by the Licensee that the Licensee will indemnify the NCA against any claim that may arise due to the use of the specified frequencies by the Licensee during the interference period stated above.

Renewal of License

4. This License shall be renewable only with the approval of the NCA.

Scope of Rights in Spectrum

5. This License does not grant to the Licensee any property right in the electromagnetic spectrum or right to use the spectrum except in accordance with the terms of this License.

Frequencies

6. Changes in location of Authorized Facilities, emission, power or use of aerial systems relating to the use of the Authorized Spectrum shall only be made with the approval of the NCA

Modification of License

7. Save and except in accordance with Clause 6, this License may be modified in writing at any time upon mutual agreement between the NCA and the Licensee

Revocation or Suspension of License

8. This License may be revoked or suspended pursuant to the article 48 in communication act and in accordance to relevant regulation.

Assignment or Transfer of License

9. This License shall not be assigned or transferred except pursuant to the terms of the Telecommunications Regulation and with the consent of the NCA.

General

10.1 The Licensee shall ensure at all times that:

10.2 The Licensee complies with all obligations under this License;

10.3 The Licensee has the technical qualifications to fully perform the obligations attaching to the License; and the Licensee satisfies any and all financial requirements, as imposed pursuant to the NCA's Regulations;

10.4 The Licensee complies with all the directions of the NCA, and any other relevant authorities in relation

to the electromagnetic spectrum that are currently in force or that may come into force at any time in the future;

10.5 The Licensee will not install equipment on aircraft registered in Somalia without receiving prior authorization from the NCA and the Ministry with responsibility for telecommunications and/or the Civil Aviation Authority; and

10.6 In the event that this service becomes a regulated service in Somalia for aircraft registered under foreign flags, then the Licensee shall make the necessary applications to the relevant entities within Somalia to bring the system into compliance with the Regulations of Somalia.

10.7 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.

10.8. This License and the Terms and Conditions hereof, shall constitute the entire grant of the License and supersede any prior Licenses, permits or undertakings.

10.9 If a provision of or part of this License is deemed unlawful or unconstitutional, the remainder of this spectrum License shall remain valid and enforceable.

10.10 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.

11. The Licensee shall comply with all regulations made in pursuant to the Telecommunications act and subsequent NCA regulations.

12. Technology

Licensee is only authorized to use wireless telecommunications technologies in the authorized spectrum in accordance with the National Frequency Allocation Table (NFAT).

14. Numbering The Licensee has the right to the assignment and use of blocks of consecutive numbers from the National Numbering Plan. The Licensee expressly acknowledges that the assigned numbers are a national resource and that the Licensee obtains no ownership interest in the assigned numbers. The Licensee also acknowledges that it shall pay any such fees for use of assigned numbers that the NCA shall adopt pursuant to the Act.

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

17. Quality of Service Requirements The Licensee shall comply with reasonable and all Quality of Service requirements established by the NCA.

18. Reporting The Licensee shall submit annual reports to the NCA concerning its financial and operational

status and to demonstrate the Licensee's compliance with the terms of this License. The Authority may require Licensees to provide such reports upon the request of the NCA.

19. Roaming the Licensee has the right to enter into international roaming agreements with international operators for the provision of services within the territory of Somalia. The Licensee shall, upon reasonable request, enter into agreements for the provision of national roaming, between its Licensed System and other domestic Licensed Systems of other Licensees authorized by the NCA to provide telecommunications services within the territory of Somalia.

20. Rights of Way The Licensee has the right, in accordance with the Act, to access 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.

23. Privacy, Confidentiality, Surveillance and Interception The Licensee shall at all time protect the privacy and confidentiality of customers and of customers' communications.

24. Emergency Services The Licensee shall at all times ensure that customers may access and call local and national emergency services, including police, fire, and ambulance services, in particular by dialing an established short code designated in the national numbering plan.

25. Customer Care Center The Licensee shall establish and maintain a Customer Care Center to be made available to customers throughout the term of the License on reasonable terms. Customer Care Center agents shall be suitably trained and qualified to provide customer care services.

26. Force Majeure The Licensee shall not be liable for a breach of the terms of this License caused by an event of Force Majeure.

27. Penalties and Fines The Licensee shall pay any and all fines and penalties that the NCA may assess for the Licensee's violations of the terms of this License, in accordance with the terms of the Act.

28. Governing Law This License shall be interpreted and applied in accordance with the laws of the Federal Republic of Somalia.

29. Access to Sites and Records The Licensee shall permit the NCA (or a person authorized by the NCA) to inspect the Licensee's systems, premises, facilities, files, records and other data to enable the NCA to exercise its functions under the Act.

30. Spectrum Assignment The Licensee is hereby authorized to use for the provision of telecommunications services. The NCA will assign specific frequencies to the Licensee for which the licensee shall pay the applicable spectrum fees for the remainder of the term of the License.

31. Payment of Fees The Licensee shall pay fees for the use of spectrum as well as other fees that the NCA may levy in accordance with the Articles of the Communication Law and NCA regulations. Failure to pay such fees, within a reasonable period, shall constitute breach of the terms of this License. In the event of such breach, the NCA may exercise its authority under Article 48 of the Communication Law and impose fines and penalties up to and including revocation of the License.

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