

Government of India
Ministry of Communications and IT
Department of Telecommunications
Data Services Wing
Sanchar Bhawan, 20, Ashoka Road, New Delhi-110117

No. 820-01/2006-LR (Vol.II) Pt.

Dated 25.08.2010

To

All Internet Service Providers (with Internet Telephony)
(Under Guidelines and General Information for Grant of Licence for operating
Internet Services dated 24.08.2007)

Subject: Amendment to the Internet Service Providers License Agreement for security related concerns for expansion of Telecom Services in various zones of the country

In exercise of the power vested in the Licensor under clause 7 of Internet Service Providers (ISP) License Agreement, inter-alia, reserving the right to modify at any time the terms and conditions of the Licence in the interest of national security and public interest or for the proper provision of TELEGRAPH, the Licensor hereby inserts, with immediate effect, the following clause in the said Licence, namely:

PART VI

”34.30 (i) The Licensee shall have well outlined organizational policy on security and security management of their networks and shall be completely and totally responsible for security of their networks. Their organizational policy in this regard shall be submitted to Licensor within 30 working days from the date of this amendment for vetting/approval by Licensor/Government. The Licensee shall also engage services of International accredited network audit and certification agencies in consultation with Licensor to perform to include **Network forensics, Network Hardening, Network penetration test, Risk assessment, Actions** to fix problems and to prevent such problems from reoccurring; etc. A tentative list of network audit and certification agencies shall be suggested by the Licensor. The Licensor has the discretion to add and delete agencies in this list. The TSP may propose name of any other Network Audit and Security Certification agency to be engaged subject to prior approval of Licensor. In some cases services of more than one agency may be required to be engaged for various network elements. In any case supply from a particular country, the network audit and certification agency shall not be from the same country as that of the Vendor/Supplier to ensure “non-conflict” principle. The Third party audit and certification is initially limited to Core Equipments such as Routers, Switches, Firewall, IDS, IPS and VOIP and the software associated with all the Telecom

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operations and services. The Licensor has the option to issue direction to add more systems to the list of Core Equipments.

(ii) The Licensee shall work towards a phased plan to take over the maintenance of the equipment locally i.e. the operation and maintenance of Licensees' networks shall be entirely by Indian Engineers; and dependence on Foreign Engineers shall be minimal and/or almost nil within a period of 2 years from the date of this amendment.

(iii) The Licensees shall endeavour to create a forum, say Telecom Security Council of India (TSCI), on a voluntary basis to increase the security assurance levels and share common issues. The TSCI shall be partly funded by the Industry and the Government.

(iv) The Licensee shall create a Test Lab and a Test Bed in their own premises, monitor all intrusions and frauds, report the same to the Licensor and/or to CERT-IN and have a well articulated policy for disaster recovery. The security is all about Monitor, Diagnose and Repair. The conditions set forth in the Template of agreement between Licensee and the equipment manufacturer / vendor can be invoked to get the "Gold Build" software and recover back quickly if there is any intentional or unintentional disruption in the services.

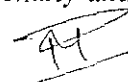
(v) Not Applicable

(vi) Any Vendor/Supplier of equipment / software / services to the Licensee shall have a valid legal agreement specifying the duties and obligation of the Licensee and such Vendor/Supplier in a template as specified by the Licensor. Such agreement(s) between the Licensee and the Vendor/Supplier may be required to be renewed or amended in accordance with the instructions issued by the Licensor from time to time.

(vii) The Licensee shall comply with the following mandatory requirements:-

(a) The Vendor/Supplier must allow the Telecom Service Provider, Licensor/DoT and/or its designated agencies to inspect the hardware, software, design, development, manufacturing facility and supply chain and subject all software to a security/threat check at the time of procurement of equipment and atleast one more time in the year of procurement and every two years thereafter, at the time of discretion of the telecom service provider. The expenditure for such visits upto 40 man days per visit shall either be borne by the service provider or the vendor.

(b) In the event, any security breach is detected at later stage after deployment/installation of equipment as a result of security audit or in any other manner, the relevant equipment supplied by the vendor shall be taken out of service and penalty of Rs. Fifty crore for each Purchase Order shall be imposed on the Licensee. In addition, a penalty of 100% of contract value shall be levied by the Licensor on the licensee. The Licensee shall deposit the penalty and additional



penalty with the Licensor within 30 days of the Notice. The Licensor may also at its discretion blacklist the vendor from making any supply deals with Indian Operators.

(c) The Licensor shall have the power to allow inspection, analysis and use by the competent experts designated by the Government, the hardware and software designs/codes deposited in the ESCROW accounts to prevent/detect any security hazards, malware, traps etc. at any time or for any criminal investigation purpose.
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(Pradeep Kumar)
ADG (LR-I)
Tel: 23036165

Copy to:

1. Secretary, TRAI, New Delhi
2. Wireless Advisor, WPC Wing, New Delhi
3. Sr. DDG (WPF), DoT, New Delhi
4. DDG(Security)/ DDG(CS)/ DDG(AS)/ DDG(LF)/DDG(Security-TERM), DoT
- ✓ 5. Dir(IT), DoT, New Delhi for publishing on the DoT website . *Hindi version will follow*