

**GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS
DEPARTMENT OF TELECOMMUNICATIONS
20, ASHOKA ROAD, SANCHAR BHAWAN
NEW DELHI - 110 001,
INDIA.**

**LICENSE AGREEMENT
FOR
CAPTIVE NON-PUBLIC NETWORK**

M/s

License No.Dated, 20..

TOTAL PAGES

LICENSE AGREEMENT

FOR

CAPTIVE NON-PUBLIC NETWORK

This Agreement is made on the ____ day of _____ (month), _____ (year) between the President of India acting through _____ (Name & Designation of the Officer), Department of Telecommunications (DoT), Sanchar Bhawan, 20, Ashoka Road, New Delhi – 110 001 (Hereinafter called the licensor) of the FIRST PARTY.

AND

M/s _____, a company registered under Companies Act, 2013, having its registered office at _____ acting through _____the authorised signatory (hereinafter called the licensee which expression shall, unless repugnant to the context, include its successor in business, administrators, liquidators and assigns or legal representatives) of the SECOND PARTY.

WHEREAS by virtue of the provisions of Section 4 of the Indian Telegraph Act, 1885, the licensor enjoys exclusive privilege to grant license to establish, maintain or work a telegraph within any part of India and the licensee has requested the licensor to grant license for establishing, maintaining, and working of Captive Non-Public Network (CNPN). Whereupon and in pursuance to the said request, the licensor has agreed to grant license for Captive Non-Public Network (CNPN) to the licensee.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of due performance of all the terms and conditions mentioned in schedule of this license agreement on the part of the licensee, the licensor does, hereby grant under Section 4 of the Indian Telegraph Act, 1885 on a non-exclusive basis, this license to set up and operate Captive Non-Public Network.
2. The license shall be valid for a period of **10 (Ten) years** from the effective date unless revoked earlier for any reason whatsoever.
3. The licensee hereby agrees and unequivocally undertakes to fully comply with all terms and conditions mentioned in schedule of this license agreement without any deviation or reservations of any kind.
4. Effective Date of this license shall be.....

5. The license shall be governed by the provisions of the Indian Telegraph Act, 1885, Indian Wireless Telegraphy Act, 1933 and Telecom Regulatory Authority of India Act, 1997 and Information Technology Act, 2000 as amended or replaced from time to time or any other relevant Act.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed through their respective authorised representatives on the (day), ... (month), (year).

Signed for and on behalf of

Signed for and on behalf of

The President of India

M/s

By

By

(Name & Designation)

(Name & Designation), authorised signatory and holder of General Power of Attorney dated _____, executed in accordance with the Resolution No. _____, dated _____ passed by the Board of Directors. (Company Seal)

In the presence of:

Witnesses:

1. Signature

Name

Occupation.

Address

Place.

2. Signature

Name

Occupation.

Address

Place.

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SCHEDULE TO THE CNPN LICENSE AGREEMENT

TERMS AND CONDITIONS

PART-I GENERAL CONDITIONS

1. Area of Operation of License:

- a. Captive Non-Public Network (CNPN) license is valid within such locations in India where the CNPN licensee is occupant of the geographical area(s)/ property(ies) (either owned or leased) on which such Captive Non-Public Network(s) to be established.
- b. The area of operation of the CNPN license shall be the area inside the logical perimeter of the occupied premises with clearly specified geo coordinates.
- c. As and when the CNPN licensee decides to establish a new CNPN at another location, geo-coordinates of such location shall also be updated on Saral Sanchar Portal before applying for spectrum.
- d. CNPN licensee having operations at more than one location will require only one CNPN license.

2. Scope of License: The scope of this license covers the following:

- a. The licensee may establish indoor/within premise Captive Non-Public Network for own use within the area of operation of license.
- b. The licensee shall not offer any commercial telecommunication services. The license shall be used only for establishing CNPN for its own captive use.
- c. The licensee shall be responsible for and is authorised to own, install, test and commission all Applicable Systems to be established under this license agreement for CNPNs.

3. Duration of License: The validity of license shall be for a period of 10 years. The licensor may renew, if deemed expedient, the period of license by 10 years at a time, upon request of the licensee, to be made at least six months before expiry of the license, on the terms specified by the licensor, subject to extant policy. The decision of the licensor shall be final and binding in this regard.

4. Modifications in the Terms and Conditions of License: The licensor reserves the right to modify at any time the terms and conditions of the license, or incorporate new conditions, if in the opinion of the licensor it is considered necessary or expedient to do so in the interest of national security or in case of emergency or war or low intensity conflict or any other eventuality in public

interest as declared by the Government of India. The decision of the licensor shall be final in this regard.

5. Restrictions on 'Transfer of License': The licensee shall not, without the prior written permission, of the licensor, either directly or indirectly, assign or transfer this license and its rights in any manner whatsoever under the license to a third party or enter into any agreement for sub-license and/or partnership relating to any subject matter of the license to any third party either in whole or in any part, i.e., no sub-leasing/partnership/third party interest shall be created.

6. Requirement to furnish information: The licensee shall furnish to the licensor/TRAI, on demand, in the manner and as per specified timelines, such reports or other information in accordance with the extant policy.

7. Suspension, Revocation or Termination of License:

a. The licensor shall have the right to revoke/suspend the license either in part or whole of the area of operation of the licensee, in the interest of national security or in case of emergency or war or low intensity conflict or any other eventuality in public interest as declared by the Government of India. Provided any specific orders or direction from the Government issued under such conditions shall be applicable to the licensee and shall be strictly complied with.

b. The licensor may, without prejudice to any other remedy available for the breach of any conditions of license, by a written notice of 60 Calendar days from the date of issue of such notice to the licensee at its registered office, terminate this license under any of the following circumstances:

If the licensee:

- i. fails to perform any obligation(s) under the license including;
 - a) FDI norms;
 - b) Not to connect its CNPN network to public networks in any manner;
- ii. fails to rectify, within the time prescribed, any defect/ deficiency/ correction in service/equipment as may be pointed out by the licensor.
- iii. goes into liquidation or ordered to be wound up.
- iv. has furnished information/certificates for obtaining the license which is found false at any stage.

For this purpose, the licensor shall issue a show cause notice of 21 days to the licensee. If the licensor decides to terminate the license, the same will be effective from the 61st calendar day from the date of issue of such termination order.

- c. The licensee may surrender the license, through Saral Sanchar Portal by giving notice at least 15 Calendar days in advance.
- 8. Dispute Settlement:** All disputes relating to this license will be subject to jurisdiction of Telecom Disputes Settlement and Appellate Tribunal (TDSAT) as per provisions of TRAI Act, 1997 as amended from time to time. Dispute in any matter outside the domain of TDSAT will lie in the jurisdiction of competent Courts in National Capital Territory (NCT) of Delhi only.
- 9. FDI Conditions:**
- a. Foreign Direct Investment (FDI) upto 100% under automatic route subject to observance of licensing and security conditions by licensee as well as investors as notified by the licensor from time to time.
 - b. Notwithstanding with the above provision, foreign investment shall be subject to following conditions:
 - (i) An entity of a country, which shares land border with India or where the beneficial owner of an investment into India is situated in or is a citizen of any such country, can invest only under the Government route.
 - (ii) In the event of the transfer of ownership of any existing or future FDI in an entity in India, directly or indirectly, resulting in the beneficial ownership falling within the restriction/ purview of clause no. (i) above, such subsequent change in beneficial ownership will also require Government approval.
 - c. Both direct and indirect foreign investment in the licensee Company shall be counted for the purpose of calculating total FDI.
 - d. The licensee Company/ Indian Promoters/ Investment Companies, including their holding companies, shall comply with relevant provisions of extant FDI policy of the Government. While approving the investment proposals, the Government may take into accounts security concerns.
 - e. FDI shall be subject to laws of India and not the laws of the foreign country/countries. The licensee shall comply with the relevant provisions of FDI policy of the Government and such modifications to the policy as may be issued from time to time.
 - f. The words mentioned hereinabove, such as FDI, foreign equity, investment companies, FIPB, etc., shall have the same meaning as defined by the Department for Promotion of Industry and Internal Trade (DPIIT) in its FDI Policy.
 - g. The licensee shall declare the Indian & Foreign equity structure (both direct and indirect) in the licensee company and submit a compliance report regarding compliance of FDI norms on 1st day of January of every year. This is to be certified by Company Secretary or Statutory Auditor,

countersigned by duly authorised Director of the licensee Company. The licensee shall also submit the FDI compliance report immediately when the FDI changes in the licensee's company.

10. Other Conditions:

- a. The licensee shall be bound by the terms and conditions of this license Agreement as well as instructions as are issued by the licensor.
- b. The statutory provisions and the rules made under the Indian Telegraph Act, 1885 or Indian Wireless Telegraphy Act, 1933 or Information Technology Act, 2000 and the rules and regulations thereunder shall govern the provision of service under this license agreement. Any order passed under these statutes shall be binding on the licensee.
- c. Any change in the detail such as name of the enterprise, ownership, address, contact details provided while obtaining CNPN license shall be updated on Saral Sanchar portal, within 15 days of such change.
- d. The licensee shall ensure that the telecommunication infrastructure or installation thereof, carried out by it, should not become a safety or health hazard and is not in contravention of any statute, rule, regulation or public policy.
- e. The licensee shall ensure adequate verification of each and every user in its network; instructions issued by the Licensor in this regard from time to time shall be scrupulously followed.

PART-II FINANCIAL CONDITIONS

11. Fees Payable:

Entry or License Fees: There shall be no entry fee or license fee to be paid by the licensee.

PART-III TECHNICAL CONDITIONS

12. The licensee shall not connect its CNPN network to public networks in any manner. The public networks include but are not limited to PSTN, PLMN, GMPCS and Internet.
13. All the network elements of CNPN, including core network, shall be established within the area of operation of the license.
14. The licensee can connect its CNPNs established at multiple locations through leased lines obtained from the licensed Telecom Service Providers (TSPs).
15. The licensee cannot interconnect its CNPN network(s) with other CNPN licensee's network(s).

16. The licensee shall deploy network elements as per Telecom Engineering Centre (TEC) standards, wherever mandatory, or as per relevant standards set by International Standardization bodies.

17. **Compliance to Electromagnetic Field (EMF) exposure, Directions/ Instructions:**

a. **Norms on Electromagnetic Field exposure by Base Stations:** In case the licensee installs BTS for establishing CNPNs, the licensee shall conduct an audit and provide self-certificate at prescribed interval and as per procedure prescribed by Telecommunication Engineering Centre (TEC) / or any other agency authorised by licensor from time to time for conforming to limits / levels for antenna (Base Station Radiation Emissions) for general public exposure as prescribed by licensor from time to time. The present limits/levels are reproduced below:

Frequency Range	E-field strength (volt/meter (V/m))	H-field strength(Amp / meter (A/m))	Power density (Watt/Sq. meter (W/Sqm))
400MHZ to 2000 MHZ	$0.434 f^{1/2}$	$0.0011 f^{1/2}$	$f/2000$
2GHZ to 300 GHZ	19.29	0.05	1

(f is frequency in MHz)

The licensee shall comply with the instructions/directions/ guidelines issued by licensor on EMF exposure norms from time to time.

PART-IV SPECTRUM CONDITIONS

18. The licensee may obtain International Mobile Telecommunications (IMT) spectrum either on lease from Telecom Service Providers (TSPs) having Access Service authorisation or directly from the licensor as per the extant guidelines.

19. The licensee may obtain IMT spectrum on lease from one or more than one TSP having Access Service authorisation on mutually agreed terms and conditions. CNPN licensee shall obtain spectrum for each individual geographical area/location separately as per extant guidelines.

20. The leasing of spectrum to establish CNPN shall be governed by 'Guidelines for leasing of Spectrum to CNPN licensees', as amended from time to time.

21. TSPs leasing spectrum to CNPN licensee shall have right to undertake periodic inspections of the CNPN to check possible misuse. In case, TSPs detect the misuse of the CNPN, TSPs shall have right to withdraw their leased spectrum immediately and shall intimate the Licensor of such misuse within 24 hours of detection of the same.
22. CNPN licensee shall obtain wireless equipment import permission and Standing Advisory Committee on Frequency Allocation (SACFA) clearance for BTS sites prior to commencement of operations.

PART-V OPERATING CONDITIONS

23. Interference:

- a. It shall be the responsibility of the licensee to ensure that the wireless signals are restricted indoors/ within the occupied geographical area. CNPN licensee shall not cause or allow to cause harmful interference to other authorised users of radio spectrum. For the elimination of harmful interference, the licensee shall abide by all instructions and orders issued by the Government.
- b. The licensee will be responsible for the correctness of the geographic coordinates of the area for which the IMT spectrum is obtained on lease from TSPs having Access Service Authorization or directly from licensor.

Part-VI SECURITY CONDITIONS

24. Security Conditions:

- a. The licensor shall have a right to inspect and lawfully intercept CNPN, and ascertain its bonafide use.
- b. The licensee will provide suitable monitoring equipment as prescribed in the interest of security as and when required by the licensor/designated Security Agencies.
- c. The Government, through the Designated Authority will have the right to impose conditions for procurement of Telecommunication Equipment on grounds of Defence of India, or matters directly or indirectly related thereto, for national security. Designated Authority for this purpose shall be National Cyber Security Coordinator. In this regard, the licensee shall provide any information as and when sought by the Designated Authority.

Designated Authority shall notify the categories of equipment for which the security requirement related to Trusted Sources are applicable. For the said categories of equipment, Designated Authority shall notify the Trusted Sources along with the associated Telecommunication Equipment (Trusted Products). The Designated Authority may also notify a list of Designated Sources from whom no procurement can be done. Procedure for inclusion of Telecommunication Equipment in the list of Trusted Sources will be issued by the Designated Authority.

The licensee shall only connect Trusted Products in its network. The licensees shall comply with the Guidance for Enhanced Supervision and Effective Control of Telecommunication Networks, as per guidelines to be issued by the licensor.

- d. The licensee shall maintain details of CDRs and IPDRs generated in its CNPNs. These details shall be maintained, in a format prescribed, for a minimum period of two years. Any tampering with CDRs and IPDRs details may result in termination of license as per condition number 7(b).

25. Application of Indian Telegraph Act:

- a. The licensee shall adopt all means and facilitate in every manner the application of the Indian Telegraph Act, 1885 and Indian Wireless Telegraphy Act, 1933 as modified or replaced from time to time. The Service shall be provided in accordance with the provisions of Indian Telegraph Rules as modified and amended from time to time.
- b. As per the provision of Section 5 of the Indian Telegraph Act, the licensee will provide necessary facilities to the designated authorities of Central/State Government as conveyed by the licensor from time to time for interception of the messages passing through its network.

Definition of Terms and Expressions

Unless the context otherwise requires, the different terms and expressions used shall have the meaning assigned to them in the following paragraphs:

1. **Base Station** means a fixed radio transmitter/receiver station, which provides a link between the Mobile Station and Mobile Switching Centre (MSC).
2. **Captive Non-Public Network (CNPN)** means a terrestrial wireless telecommunication network established for captive use within a specified geographical area. Such networks cannot be used for providing commercial telecommunication services.
3. **Effective date of License** means the date which is so specified in this license Agreement.
4. **Global Mobile Personal Communications by Satellite (GMPCS)** The GMPCS system means "any satellite system (i.e. fixed or mobile, broad-band or narrow-band, global or regional, geo-stationary or non geo-stationery, existing or planned) providing telecommunication services directly to end users from a single or constellation of satellites".
5. **Internet** is a global information system that:
 - (i) is logically linked together by a globally unique address, based on Internet Protocol(IP) or its subsequent enhancements/upgradations;
 - (ii) is able to support communications using the Transmission Control Protocol/ Internet Protocol (TCP/IP) suite or its subsequent enhancements/upgradations and all other IP compatible protocols;
6. **License** means a license granted or having effect as if granted under section 4 of the Indian Telegraph Act, 1885 and Indian Wireless Act, 1933.
7. **Licensee** A registered Indian Company that has been awarded license to provide service(s) authorised under the license, within the geographical boundaries of the specified Service Area.
8. **Net worth** shall be as defined in the Companies Act, 2013 and as amended from time to time.
9. **Public Land Mobile Network (PLMN)** means a specified switched public land-based telephone network providing mobile telecom services.
10. **Public Switched Telephone Network (PSTN)** A specified switched public telephone network providing fixed and/or limited mobility two-way switched telecommunications service to the general public.

11. Service Providers means Telecom service providers, licensed under Section 4 of the Indian Telegraph Act, 1885 for provision of service(s).

12. TEC means Telecom Engineering Centre, Department of Telecommunications.

13. TRAI means Telecom Regulatory Authority of India constituted under the TRAI Act, 1997 as amended from time to time.

14. WPC means Wireless Planning and Co-ordination Wing of the Ministry of Communications, Department of Telecommunications, Government of India.

Note: Words and expressions used and not defined in this agreement but defined in Unified License Agreement, shall have the meanings respectively assigned to them in Unified License Agreement.