



**INDIVIDUAL INTERNATIONAL TELECOMMUNICATIONS  
FACILITIES LICENSE GRANTED TO**

**(“Licensee”)**

**Commercial Registration No. (“...”)**

**BY THE TELECOMMUNICATIONS REGULATORY AUTHORITY  
UNDER LEGISLATIVE DECREE 48 OF 2002 WITH RESPECT TO  
TELECOMMUNICATIONS**

**Document Number: ...**

**Date of Issue: ...**

**Approved by the General Director of the TRA**

**Philip Marnick**

**INDIVIDUAL LICENSE FOR INTERNATIONAL TELECOMMUNICATIONS  
FACILITIES INTENDED GRANTED TO (“LICENSEE”)  
BY THE TELECOMMUNICATIONS REGULATORY AUTHORITY**

**1. GRANT OF LICENSE**

- 1.1 The Telecommunications Regulatory Authority (the “**Regulator**”) hereby grants *Licensee Name* (the “**licensee**”) this license, under the Telecommunications Law promulgated by Legislative Decree No. 48 of 2002, by virtue of which the licensee is authorized to install, operate and manage the international telecommunications facilities described herein in the Licensed area set out herein (the “**license**”).
- 1.2 This license shall be subject to the provisions herein stated, the Telecommunications Law and any regulations issued thereunder.

**2. DEFINITIONS**

- 2.1 For the purposes of this license:
- (a) A meaning or definition provided for any word, phrase or expression under the Telecommunications Law shall also be applicable to such word, phrase or expression in this license; unless the context requires otherwise.
  - (b) A reference to significant market power or dominant position shall be a reference to such power or position, as the case may be, for the relevant market as determined by the Regulator from time to time.
  - (c) The following terms and expressions shall have the following meanings unless the context requires otherwise:

“**Affiliate**” means, as used with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, that person. In the case where one person owns, directly or indirectly, 50% or more of the share capital, voting rights, securities, or other ownership interest of another person, both such persons shall be deemed an affiliate;

**“Cable landing station”** means the first point at which any cable landed in Bahrain connects to another public telecommunications network within the Kingdom of Bahrain, including, but not limited to, buildings, equipment and land necessary to establish and maintain such connection;

**“Call”** includes any communication conveying voice and data:

- (a) whether between persons and persons, things and things or persons and things;
- (b) whether in the form of speech, music or other sounds;
- (c) whether in the form of data;
- (d) whether in the form of text;
- (e) whether in the form of visual images (animated or otherwise);
- (f) whether in the form of signals; and
- (g) whether in any combination of the foregoing forms;

**“Control”** means, as applied to any person, the possession, directly or indirectly, of the power to direct or cause the direction of the management of that person, whether through ownership, voting or other means and **“controlling”** and **“controlled”** shall be construed accordingly;

**“Effective date”** means the date referred to in section 17.1;

**“Fixed earth station”** means the first point at which any satellite down-link landed in Bahrain connects to a public telecommunications network within the Kingdom of Bahrain, including, but not limited to, buildings, equipment and land necessary to establish and maintain such connection, but excluding a very small aperture terminal;

**“Force Majeure”** means any cause affecting the performance by the licensee of any obligation hereunder arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental or States’ acts or regulations, fire, flood, inclement

weather, terrorism or any disaster or an industrial dispute (other than relating to the licensee's own workforce) affecting the provision of Licensed services. Any act, event, omission, happening or non-happening only will be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the licensee, its officers, contractors, sub-contractors, agents, servants or employees;

**“International telecommunications facilities”** means telecommunications facilities used or intended for use in connecting the Kingdom of Bahrain to countries or territories outside the Kingdom of Bahrain, or *vice versa*, for the provision of an international telecommunications service;

**“International telecommunications service”** means the provision of telecommunications services between the Kingdom of Bahrain and countries or territories outside the Kingdom of Bahrain, or *vice versa*;

**“Licensed area”** means the territory of the Kingdom of Bahrain;

**“Licensed Facilities”** means the facilities described under section 3.1; and

**“Schedule of Fees Regulation”** means Resolution No. (7) of 2017 promulgating the Schedule of Fees Regulation, as may be amended from time to time.

### **3. LICENSED FACILITIES**

3.1 The licensee is authorised on a non-exclusive basis to install, operate and manage its international telecommunications facilities in the Licensed area. For the avoidance of doubt, the licensee may only provide international telecommunications services if it is also the holder of an international telecommunications services license.

3.2 The licensee is authorised to connect its international telecommunications facilities to:

- (a) any Fixed Telecommunications Infrastructure Network in line with any agreements entered into with any holder of a Fixed Telecommunications Infrastructure Network License;
- (b) any telecommunications network operated under an appropriate telecommunications license; and
- (c) any telecommunications equipment approved for connection in accordance with section 38 of the Telecommunications Law and any regulations issued pursuant to the Telecommunications Law.

3.3 The licensee may, with the prior written approval of the Regulator, conduct any or all of the foregoing activities through an affiliate or sub-contract the conduct of any or all of the foregoing activities to another person; provided, however, that the licensee shall continue to be fully liable for any obligation arising in relation to any such activity. The Regulator may revoke its approval at any time by providing reasonable advance notice to the licensee in writing. The prior written approval of the Regulator shall not be required if such affiliate is and remains wholly-owned by the licensee, provided always that the Regulator shall be notified in writing of such arrangement.

#### **4. LOCATION OF INTERNATIONAL TELECOMMUNICATIONS FACILITIES**

4.1 The licensee shall provide the Regulator with a specific description of the location of each cable landing station and fixed earth station, as the case may be, installed, operated or managed by the licensee within the Licensed area pursuant to this license. The description shall include a map showing specific geographic coordinates of any such cable landing station or fixed earth station.

4.2 The licensee shall at all times comply with any requirements of the Kingdom of Bahrain regarding the location and concealment of its international telecommunications facilities for the purpose of protecting and safeguarding its international telecommunications facilities from damage or destruction.

- 4.3 The location of any international telecommunications facilities within the Licensed area shall be moved or shifted by the licensee at the licensee's expense upon the request of the Regulator, whenever the Regulator considers such course necessary in the public interest, such as for reasons of national defense or for the maintenance and improvement of harbours for navigational purposes.

## **5. QUALITY OF SERVICE REQUIREMENTS**

- 5.1 The licensee shall meet the quality of service requirements, if any, determined from time to time by the Regulator pursuant to a regulation (the “**quality of service requirements**”).
- 5.2 The licensee shall ensure that it maintains information records in a form to be approved by the Regulator within six (6) months of the Effective date for the purposes of satisfying the Regulator that the licensee is meeting the quality of service requirements.

## **6. INTERRUPTIONS OF LICENSED ACTIVITIES**

- 6.1 The licensee shall not intentionally interrupt or suspend the operation of its international telecommunications facilities (or any part thereof) in the normal course of business, without having first obtained the prior written approval of the Regulator and provided reasonable advance notice to persons to be affected by such interruption or suspension.

## **7. PROVISION OF ACCESS**

- 7.1 Subject to section 7.3, if the licensee is a public telecommunications operator in a dominant position, the licensee shall provide access to its international telecommunications facilities on the reasonable request of any licensed operator in accordance with section 57 of the Telecommunications Law. Access shall be provided in a manner that is non-discriminatory and at a point or level within such network that is determined by the Regulator to be technically feasible and consistent with the most efficient delivery of telecommunications services to the ultimate consumer of such services.

- 7.2 The licensee shall provide the access within a maximum period from the date of request as shall from time to time be determined by the Regulator as set forth in the regulations.
- 7.3 The licensee shall not be required to provide access where in the Regulator's view it is not reasonable to require the licensee to provide access, including, but not limited to, where it would expose any person engaged in provision of the access services to undue risk to health or safety.
- 7.4 In accordance with section 57(e) of the Telecommunications Law, the Regulator may determine all tariffs to be made for the provision by the licensee of access services. In determining such tariffs the Regulator shall consider international benchmark charging levels for a similar service and conditions prevailing within the Licensed area, including scale, but, in any event, shall ensure that such tariffs are:
- (a) cost oriented and sufficiently unbundled so that the acquirer of access services does not pay for network components of facilities that it does not require; and
  - (b) in all cases reasonable and, with respect to similarly situated users, non-discriminatory.

## **8. INTERCONNECTION WITH OTHER PUBLIC TELECOMMUNICATIONS OPERATORS**

- 8.1 If the licensee is a public telecommunications operator in a dominant position, it shall provide interconnection to other public telecommunications operators in accordance with section 57 of the Telecommunications Law.

## **9. ACCESS TO LAND**

- 9.1 The licensee shall be entitled to use public and private properties in accordance with the provisions of Chapter XIII of the Telecommunications Law.

## **10. RADIOCOMMUNICATIONS AND FREQUENCY ALLOCATION**

- 10.1 The licensee may apply to the Regulator for the right to use telecommunications frequencies or frequency bands within the jurisdiction of the Regulator in accordance with a frequency license to be granted under section 44 of the Telecommunications Law.
- 10.2 The licensee shall ensure that the radiocommunications equipment comprised in any of its radiocommunications stations is designed and constructed, used and maintained, so as not to cause any undue interference even when in use in compliance with the rules from time to time established by the Regulator.
- 10.3 The licensee shall not permit or suffer any person to use its radiocommunications equipment comprised in any of its radiocommunications stations unless the person is under the control of, and authorised by, the licensee.
- 10.4 The licensee shall ensure that all persons using its radiocommunications equipment comprised in any of its radiocommunications stations are made aware of the relevant terms of this license together with any applicable license and comply with them.
- 10.5 Without derogating from section 77 of the Telecommunications Law, the licensee shall permit any person authorised by the Regulator to have access to any of its radiocommunications stations and to inspect or test its radiocommunications equipment at any reasonable time or whenever an emergency situation exists, at any time, for the purpose of verifying compliance with the terms of the license, the provisions of the Telecommunications Law and regulations issued thereunder or for the purpose of investigating sources of radiocommunications interference.

## **11. INTEROPERABILITY AND TECHNICAL STANDARDS**

- 11.1 The licensee shall comply with relevant regulations and technical specifications issued by the Regulator in order to ensure interoperability of its international telecommunications facilities with telecommunications services and telecommunications networks provided by other licensed operators to the extent technically feasible.

## **12. PRIVACY AND CONFIDENTIALITY**

- 12.1 The licensee shall use all reasonable endeavours to ensure the privacy and confidentiality of information and business secrets obtained in the course of its business from any user by establishing and implementing reasonable procedures for maintaining privacy and confidentiality of such information subject to any requirement under law.
- 12.2 The licensee shall maintain sufficient information on its privacy and confidentiality procedures to satisfy the Regulator, at its reasonable request, that the requirements of section 12.1 are being met.
- 12.3 The licensee shall not use or allow to be used any apparatus comprised in its international telecommunications facilities which is capable of recording, monitoring, or intruding into calls unless it complies with applicable law.

## **13. ANTI-COMPETITIVE PRACTICES**

- 13.1 Without derogating from section 65 of the Telecommunications Law, the licensee will not, alone or together with others, engage in or continue or knowingly acquiesce to any anti-competitive practices and, in particular, the licensee shall:
- (a) not engage in anti-competitive cross-subsidization;
  - (b) if dominant, not abuse its dominant position;
  - (c) not enter into exclusive arrangements with third parties for the location of its facilities;
  - (d) not enter into any agreements, arrangements or undertakings with any person, including any supplier of services that compete with any of the activities described in this license, which have as their objective or cause the fixing of prices or other restraint on competition;
  - (e) not use information obtained from competitors if the objective or effect of such use is anti-competitive;

- (f) make available to other licensed operators on a timely basis technical information about essential facilities and other commercially relevant information that is necessary for them to provide telecommunications services; and
- (g) not (whether in respect of the tariffs or other terms applied or otherwise) show undue discrimination against particular persons or persons of any class or description as respects the provision of any Licensed service.

#### **14. ACCOUNTING REQUIREMENTS**

- 14.1 The licensee shall present in written form regulatory accounts for the licensed telecommunications activities in accordance with the applicable regulations.
- 14.2 The Regulator may require the licensee to submit other accounting information it may require in order to effectively supervise and enforce the terms of this license and the provisions of the Telecommunications Law.
- 14.3 If the licensee fails to comply with its obligations under sub-sections 1 and 2 above or if the accounting system presented by the licensee fails to achieve the objectives set forth in these subsections and the Regulator deems it necessary and appropriate in accordance with the provisions of section 3(c) of the Telecommunications Law, it may order the licensee to implement separation within a period to be determined by the Regulator.

#### **15. REQUIREMENT TO PROVIDE INFORMATION AND INSPECTION**

- 15.1 Without derogating from section 53 and 77 of the Telecommunications Law, the licensee is required to maintain such information as will enable the Regulator to carry out its functions under the Telecommunications Law in such manner as the Regulator may from time to time request. The Regulator shall have the right to request the licensee to submit periodic reports, statistics and other data as well as request additional information in order to effectively supervise and enforce the terms of this license, the provisions of the Telecommunications Law and the regulations issued thereunder.

## **16. LICENSE FEES**

- 16.1 The initial license fee for the period from the Effective date until the end of the calendar year in which the license is awarded shall be BD20,000.
- 16.2 The annual license fee payable in respect of each subsequent year shall be levied in accordance with the Schedule of Fees Regulation (and any subsequent amendments thereof).

## **17. DURATION AND RENEWAL**

- 17.1 The Effective date for this license is ... (the “**effective date**”). This license shall be valid for a term of fifteen (15) years.
- 17.2 The Regulator shall renew the license upon request by the licensee for additional terms of ten (10) years upon expiration of the current license term, provided that the licensee is not, and has not been, in material breach of the license (in which case, the Regulator may veto renewal in accordance with section 30 of the Telecommunications Law).

## **18. MODIFICATION, REVOCATION AND TERMINATION**

- 18.1 The license may be modified in any of the following ways at any time:
- (a) written agreement between the Regulator and the licensee.
  - (b) by the Regulator if the Regulator determines that such modification is necessary to make the conditions of the license consistent with terms being imposed generally in respect of all licenses issued in the same category, for the purpose of ensuring fair competition between licensees in that category or to the extent necessitated by technological development, provided that the Regulator shall have:
    - (i) given the licensee six (6) months written notice of the proposed modification; and
    - (ii) consulted with the licensee;

- (c) an order of modification by the Regulator in accordance with section 35 of the Telecommunications Law.
- (d) a determination of the Regulator that such modification(s) is / are necessary to comply with the Telecommunications Law.

18.2 The license may be revoked in any of the following ways at any time:

- (a) written agreement between the Regulator and the licensee.
- (b) an order of revocation by the Regulator in accordance with section 35 of the Telecommunications Law.
- (c) if the licensee is dissolved, or enters into liquidation, bankruptcy or equivalent proceedings or makes a general assignment for the benefits of creditors.

18.3 The license shall terminate automatically upon the expiry of its term if it is not renewed in accordance with section 17.2 above.

## **19. FORCE MAJEURE**

19.1 If the licensee is prevented from performing any of its obligations under this license because of Force Majeure the licensee shall notify the Regulator of the obligations it is prevented from performing as a result as soon as practicable after it becomes aware or reasonably should become aware of such Force Majeure.

19.2 The Regulator shall suspend those obligations referred to under section 19.1 and the licensee will not be liable to perform those obligations, for so long as the Force Majeure continues, only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under the law or this license or other reasonable precautions and the inability cannot reasonably be circumvented by the licensee at its expense through the use of alternate sources, work-around plans or other means.

## **20. DISPUTE RESOLUTION**

- 20.1 All disputes between the licensee and the Regulator arising out of this license shall be resolved in accordance with the provisions of Chapter XVI of the Telecommunications Law.
- 20.2 The courts of the Kingdom of Bahrain shall have jurisdiction over disputes between the licensee and other licensees in connection with telecommunications activities which they are licensed to conduct, provided, however, that a party to such dispute may require the dispute to be referred to arbitration, in which case, unless the parties agree otherwise and provided that such agreement is not contrary to Chapter VII of the Civil & Commercial Procedural Law of 1971, the provisions of sections 67 to 71 of the Telecommunications Law shall apply *mutatis mutandis*.

## **21. COMPLIANCE**

- 21.1 Without prejudice to the Regulator's power under the Telecommunications Law and/ or any other regulatory instruments, if the licensee fails to comply with its obligations under this license, the Regulator may take such action as it deems necessary and appropriate in accordance with the provisions of Article 3(c), 35 and/or 65 of the Telecommunications Law (as appropriate).

## **22. NOTICES**

- 22.1 All notices from the licensee to the Regulator and vice versa shall be in writing and sent either by email or by registered mail.
- 22.2 Where a notice is sent by email, it shall be sent to the following addresses and shall be deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered:
- (a) If sent to the Regulator: [licensing@tra.org.bh](mailto:licensing@tra.org.bh)
  - (b) If sent to the licensee: ...

22.3 Where a notice is sent by registered mail, it shall be sent with acknowledgement of delivery to the following addresses:

(a) If sent to the Regulator: PO Box 10353, Manama, Kingdom of Bahrain.

(b) If sent to the licensee: ...

22.4 Either party may change its above addresses by notifying the other party in writing at least fifteen (15) days before such change takes effect.

Acceptance by: **LICENSEE**

---

Name:

Designation:

Date:

## TABLE OF CONTENTS

|  | Page |
|--|------|
| 1. GRANT OF LICENSE .....  | 2    |
| 2. DEFINITIONS .....   | 2    |
| 4. LOCATION OF INTERNATIONAL TELECOMMUNICATIONS<br>FACILITIES .....        | 5    |
| 5. QUALITY OF SERVICE REQUIREMENTS .....                                   | 6    |
| 6. INTERRUPTIONS OF LICENSED ACTIVITIES .....                              | 6    |
| 7. PROVISION OF ACCESS .....   | 6    |
| 8. INTERCONNECTION WITH OTHER PUBLIC<br>TELECOMMUNICATIONS OPERATORS ..... | 7    |
| 9. ACCESS TO LAND.....   | 7    |
| 10. RADIOCOMMUNICATIONS AND FREQUENCY ALLOCATION .....                     | 8    |
| 11. INTEROPERABILITY AND TECHNICAL STANDARDS .....                         | 8    |
| 12. PRIVACY AND CONFIDENTIALITY .....                                      | 9    |
| 13. ANTI-COMPETITIVE PRACTICES .....                                       | 9    |
| 14. ACCOUNTING REQUIREMENTS.....   | 10   |
| 15. REQUIREMENT TO PROVIDE INFORMATION AND INSPECTION.....                 | 10   |
| 16. LICENSE FEES .....   | 11   |
| 17. DURATION AND RENEWAL.....  | 11   |
| 18. MODIFICATION, REVOCATION AND TERMINATION.....                          | 11   |
| 19. FORCE MAJEURE.....   | 12   |
| 20. DISPUTE RESOLUTION .....   | 13   |
| 21. COMPLIANCE .....   | 13   |
| 22. NOTICES.....   | 13   |