



Afghanistan Telecommunication Regulatory Authority (ATRA)

**COMMERCIAL CABLE TELEVISION AND IPTV
REGULATORY PROCEDURES**

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PART I - PRELIMINARY

1. Citation

These Procedures may be cited as the Commercial Cable Television and IPTV Regulatory Procedures, 2019.

2. Legal Basis

These Procedures for the operation of Commercial Cable Television and IPTV are issued by the Afghanistan Telecommunication Regulatory Authority (ATRA) in accordance with Articles 5(3) and 65 of the Telecommunications Services Regulation Law, 2005.

3. Commencement

These Procedures shall come into full force on the day following their publication by ATRA.

4. Scope of Application

These Procedures shall apply to all Commercial Cable TV and IPTV operators within the Islamic Republic of Afghanistan. These Procedures shall be read in conjunction with all other existing regulations and procedures established by the relevant Government agencies.

5. Amendments

These Procedures are subject to amendment and changes when required. Such amendment and changes shall be made in accordance with the Telecom Law, the needs and changes in national priorities, Government policies and industry trends. Amendment of these Procedures by way of addition, variation or repeal shall be effected by ATRA.

6. Interpretation

The power to interpret these Procedures shall vest with ATRA who may issue such instructions as may be necessary to give effect to and implement the provisions of these Procedures.

7. Rules of Construction

In these Procedures, unless the context indicates otherwise, the masculine gender shall include the feminine gender and the singular shall include the plural and vice versa.

8. **Definitions**

For the purposes of these Procedures, the following words, terms, phrases, and their derivations shall have the meanings given herein.

In addition to the following terms, or unless the context requires otherwise, the words and terms used in these Procedures shall have the same meaning as assigned in the Telecom Law.

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| “ATRA” | means the Afghanistan Telecommunication Regulatory Authority; |
| “Cable Operator” | means any person who provides cable service through a cable television system or otherwise controls or is responsible for the management and operation of a cable television system; |
| “Cable Television (CATV) Service” | Service means the transmission by cables of programs including retransmission by cables of any broadcast television signals; |
| “CATV System” | means a facility consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment designed to provide cable service for reception by multiple subscribers within a community; |
| “Channel” | means a set of frequencies used for transmission of a television program; |
| “Compulsory Channel” | means a channel determined by the Ministry to have cultural, scientific, educational, informative or other socially important relevance, and compulsory to broadcasting over the whole territory of the Islamic Republic of Afghanistan; |
| “Decoder” | means a device which is used for decoding the television signals which can be or is connected to a television receiver and which allows subscribers to television signals; |
| “Designated Area” | means the area in which the Licensee is licensed to provide Commercial Cable TV System or IPTV services; |
| “In-House Channel” | means a channel broadcast by a Licensee, that is produced primarily for the public in Afghanistan or for part thereof, such as a community channel, a local channel, or any other channel determined by the Ministry for this purpose; |
| “Internet Protocol Television (IPTV)” | means delivery of television services using the Internet protocol suite over a packet-switched network such as the Internet; |
| “IPTV Operator” | means any person who provides IPTV service through a packet-switched network or otherwise controls or is responsible for the management and operation of an IPTV system; |
| “License” | means the non-exclusive written right or authorization granted by the Afghanistan Telecommunication Regulatory Authority under these Procedures to the Licensee, to construct, operate and maintain a Cable Television or an IPTV System within all or part of the area designated by the License; |
| “License Fees” | means initial/annual/renewal costs including administration or performance of regulatory functions payable to ATRA by an applicant or Licensee as the case may be; |

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| “Licensee” | means the person or entity to which a License henceforth is granted for the construction, operation, maintenance, or reconstruction of a Commercial Cable TV or IPTV System; |
| “Ministry” | means the Ministry of Information and Culture of the Islamic Republic of Afghanistan; |
| “Normal Business Hours” | mean for inspection purposes, those hours during which most similar businesses in the country are open to serve customers; |
| “Pay Channel” | means a channel for which fees are to be paid to the broadcaster for its retransmission through cable or wirelessly, intended to be received by the general public either directly or indirectly; |
| “Procure TV Programs” | means the act or the process of procuring TV programs including negotiation with external service providers on the number of channels to be purchased, rates and mode of payments for down linking of TV channels into a cable or IPTV system by a Licensee or by an organization on behalf of the Licensee |
| “Set-Top-Box” | means a device used for receiving and decoding television signals; |
| “Service Interruption” | means the loss of picture or sound signal on one or more cable channels or the significant deterioration of signal; |
| “Streets and Public Ways” | means the surface of and the space above and below any public street, sidewalk, right-of-way, alley, right-of-way easement, or other public way of any type whatsoever, now or hereafter existing as such within the country; |
| “Subscriber” | means a person, firm, corporation, or other entity who receives the signals of cable television systems or IPTV at a place indicated by him to the Cable or IPTV Operator without further transmitting it to any other person; |
| “Telecom Law” | means the Telecommunications Services Regulation Law, 2005, as amended thereof; |
| “Telecommunications” | have the meaning in the Telecom Law; |
| “Transfer” | means any transaction in which: <ul style="list-style-type: none"> a) an ownership of the commercial CATV or IPTV system is transferred from one person or group of persons to another person or group of persons so that the rights or obligations held by a Licensee under a License are transferred or assigned to another person or group of persons or b) The management of the commercial CATV or IPTV system is transferred from one person or group of persons to another person or group of persons. |

PART II - LICENSING PROCEDURE AND INDEMNIFICATION

9. License

9.1 No individual or entity shall operate a CATV or IPTV System without a valid License issued by ATRA. Noncompliance of this Article 9.1 shall be held liable for an offence as defined under Article 58(1)(2) of the Telecom Law.

- 9.2 Any person who wishes to operate a CATV or IPTV System may apply to ATRA using the form as set out in Annex-C. The applicant shall furnish such documents as ATRA may ask him to provide.
- 9.3 Any License that is granted shall be subject to the conditions stipulated in these Procedures. Nothing in these Procedures shall be deemed to waive the requirements of the various codes, ordinances and regulations of the Government of Afghanistan regarding charges and fees to be paid or manner of construction.
- 9.4 Any License issued by ATRA under this Rule shall not include the provision to broadcast. A separate broadcasting license is required for the broadcasting purposes.
- 9.5 ATRA may after proper inquiry refuse to grant a License after recording in writing reasons for such refusal and furnish on demand a copy of the same unless in any case ATRA is of the opinion that it will not be in the public interest to furnish such copy.

10. General License Terms & Conditions

- 10.1 The Licensee shall operate only within the area of operation as specified in the License.
- 10.2 A Licensee shall maintain a record and register of the channels and logs distributed by it for a period not less than one-hundred and eighty (180) days.
- 10.3 A Licensee shall not relay any In-House channel unless specific permission has been obtained from ATRA after fulfillment of prescribed criteria, payment of applicable fee and other dues.
- 10.4 A Licensee shall maintain a complete record of programs and advertisements aired on its In-House channels for a period not less than one-hundred and eighty (180) days and provide the same to ATRA whenever so required.
- 10.5 A License shall be withdrawn, if the Licensee fails to put into operation the distribution service station within a period of one (1) year or as specified in its License.
- 10.6 A Licensee shall not change the location of its head-end, business address, data center, transmitter location, complaint center, earth station etc. as the case may be, without prior which permission of ATRA.
- 10.7 A Licensee shall club channels of similar category/genre together in order to ensure that searching of relevant channels by the Subscribers is facilitated.
- 10.8 A Licensee shall include compulsory channels in the basic service.
- 10.9 Except in the case of demonstratable Force Majeure, a Licensee shall not change the position of any channel being distributed by it unless a forty-eight-hour (48 hour) prior notice has been given to its Subscribers.

10.10 A Licensee shall not provide its signal to any other person for distribution unless prior approval of ATRA has been obtained and such person holds a valid CATV or IPTV Service License from ATRA:

Provided that the signal shall only be distributed within the area of operation of the Licensee.

10.11 A CATV or IPTV Service Licensee and licensed TV channel in Afghanistan may enter into a CATV or IPTV Service agreement with each other and should provide a copy of the same to ATRA whenever so required.

10.12 A Licensee shall comply with the local laws of Afghanistan and shall not enter into any foreign or local agreement that is in violation of the Law, and the Procedures and regulations made thereunder.

11. Term

11.1 The License shall be effective from the date as mentioned in the License for a term as specified in the License.

11.2 ATRA may on its own or on the application of the holder of a License, vary the conditions subject to which a License has been granted.

12. License Non-Exclusive

All licenses granted are non-exclusive. ATRA reserves the right to grant or not to grant, at any time, such additional licenses for commercial CATV or IPTV in accordance with the provisions of the Telecom Law.

13. Transfer of License

13.1 No transfer shall occur without the prior approval of ATRA. ATRA shall determine upon any request for approval of a sale or transfer within sixty (60) days of such request if such request contains or is accompanied by such information as is required by ATRA. Noncompliance of this Article shall be guilty of an offence as prescribed under the Telecom Law.

13.2 An application for a transfer shall provide complete information on the proposed transaction, including details on the legal, financial, technical, and other qualifications of the proposed transferee, and on the potential impact of the transfer on Subscriber rates and services. ATRA may require additional information, which must be provided by the Licensee.

13.3 No application for a transfer of a License shall be granted unless the proposed transferee agrees in writing that it will abide by and accept all terms and conditions of this Procedures, and that it will assume all obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the previous Licensee under the License for all purposes.

- 13.4 Approval of Transfer of License by ATRA does not constitute a waiver or release of any of the rights of ATRA whether arising before or after the date of the transfer.
- 13.5 A transfer of License will incur a transfer fee of Afs. 70,000.00 (Seventy-Thousand Afghani) payable by the transferee prior to the transfer of License.

14. Renewal or extension of License

- 14.1 Upon expiration of the License term, ATRA shall have the right to renew or extend the License or to suspend or deny the License renewal or extension.
- 14.2 The Licensee shall apply for the renewal of the CATV or IPTV License within the time stipulated in Article 17.5 of this Rule with the “Application Form for Renewal of CATV/IPTV License” of Annex D and furnish such information as may be needed by ATRA to renew or extend the License.
- 14.3 The renewal fees shall be as per Article 17 of these Procedures.
- 14.4 In the event a request for renewal or extension is denied ATRA shall communicate its written and reasoned decision to the Licensee with reasons.

15. Right of intervention

ATRA may have the right of intervention in any suit or proceeding involving the License to which the Licensee is a party.

16. Indemnification

Licensee shall indemnify, defend and hold harmless ATRA and its officials, agents, attorneys and representatives against any and all costs, damages, expenses, claims, suits, actions, liabilities and judgments for damages, including but not limited to, expenses for legal fees, whether suit be brought or not, and disbursements and liabilities incurred or assumed by ATRA in connection with:

- (a) damage to persons or property, in any way arising out of or through the acts or omissions of Licensee, its officials, agents, attorneys, representatives or employees;
- (b) requests for relief arising out of any Licensee's action or inaction which results in a claim for invasion of the right of privacy; for defamation of any person, firm or corporation; for the violation or infringement of any copyright, trademark, trade name, service mark or patent; or of any other right of any person, firm or corporation; or
- (c) any or all claims arising out of Licensee's failure to comply with the provisions of these Procedures or any other law, or regulation applicable to Licensee.

17. License Fees

- 17.1 The Licensee shall pay Afs. 200,000 (Two-Hundred Thousand Afghanis) as the initial application fees to ATRA. The annual renewal fees for the Licensee shall be as per the formula set out in Annex A of these Procedures.
- 17.2 ATRA shall have the right to modify the License fee by amending Annex A and the Licensee shall be notified thirty (30) days in advance of any such modification.
- 17.3 ATRA shall facilitate easy renewal of annual Licenses on payment of annual license fees provided the Licensee is in good standing and clear of any debts with Government.
- 17.4 The payment of the initial license fee shall be made prior to the granting of the License.
- 17.5 Annual license renewal fees shall be payable on or before the expiry date of the License subject to the maximum of thirty (30) days.
- 17.6 A fine of Afs.500.00 (Five-Hundred Afghanis) per day shall be levied for late renewal after the expiry of the grace period and up to a maximum period of one-hundred and eighty (180) days after which the License shall be terminated including the operation of the service.

18. Tax and Tariff

- 18.1 Licensee shall conform to the prevailing Tax Laws and Procedures of Afghanistan.
- 18.2 The Licensee shall implement the tariffs for the services only upon approval by ATRA.

PART III - SYSTEM OPERATION AND MAINTENANCE

19. Inspection of Records

- 19.1 The Licensee shall maintain an office within its area of operation where pertinent records shall be available.
- 19.2 ATRA shall have the right to inspect at any time during normal business hours, all books & records on financial investment and return, Subscriber database, maps & plans, performance test results and other like materials of the Licensee which relate to the Licensee's obligations under its License.
- 19.3 The records and any additional information, which may be required by ATRA pursuant to the requirements of this License, shall be furnished by the Licensee to ATRA upon request, and at the Licensee's own cost and expense

including the number of Subscribers on a quarterly basis or as and when required by ATRA.

19.4 ATRA may collaborate with relevant government Agencies to inspect and conduct physical verification of records maintained by the Licensees.

20. Customer Service Standards

A Licensee shall at all times satisfy customer service standards set forth in this Procedures.

- (a) Licensee shall maintain a publicly listed, telephone access line which will be available to its Subscribers 24 hours a day, seven days a week (24/7), and be so operated to receive Subscriber complaints, requests for repairs, service calls or billing adjustment.
- (b) A written log shall be maintained by a Licensee listing all Subscriber complaints indicating Subscriber address, date and time of complaints and date and time of service restoration. The record shall be maintained up to the period of one (1) year.
- (c) Licensee shall render efficient service with minimum interruption of services, in accordance with the respective QoS procedures for the service.
- (d) The Licensee shall have a customer service agreement detailing the terms and conditions of service provision signed with each customer. The copies of each agreement shall be maintained by the Licensee, for up to two (2) years after termination.
- (e) The Licensee shall have to ensure that his network does not damage the customers' equipment and in the event of damage will bear the full cost of repairing or replacement.
- (f) The Licensee shall employ adequate number of staff consisting of technicians capable of responding to Subscriber complaints or request for restoration of services. Subscriber shall not be charged for these services.
- (g) On the receipt of the adverse report on the quality of the service of Licensee, ATRA shall issue directives to the Licensee to rectify the problem within the given timeframe.
- (h) Any variation in the customer service standards determined by ATRA shall be notified to the Licensee and the public prior to adoption.
- (i) Failure to comply with the Article 20 shall subject the Licensee to a fine prescribed by ATRA as per the provision of the Telecom Law.

PART IV - CATV NETWORKS

21. Safety

- 21.1 The Licensee shall install and maintain in use commonly accepted safety methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public or to the employees of the Licensee.
- 21.2 The Licensee shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of the 2008 National Electric Code (NEC) of the Islamic Republic of Afghanistan and the Procedures and regulations issued by ATRA and other applicable code provisions, in such a manner that they will not interfere with any installations or any public utility.
- 21.3 All lines, equipment, and connections in, over, under, and upon the streets and public ways and private property, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition, and in good order and repair.
- 21.4 The Licensee shall not install and or extend wires, cables, fixtures, or other equipment on trees, power masts or other facilities that violate environmental requirements norms.

22. Construction Standards and Codes

- 22.1 The CATV system shall be constructed in accordance with the provisions of these Procedures and in the instructions as laid out in Annex B of these Rule.
- 22.2 The Licensee shall, prior to the issuance of a License, submit a map to ATRA, indicating all areas proposed to be served and a proposed time schedule for installation of the cable system.
- 22.3 The Licensee shall ensure that all reception, control and transmission equipment used do not in any way cause interference to other services. The Licensee shall abide by all provisions of the Radio Frequencies and Radiocommunications Regulations in this regard.
- 22.4 The CATV System shall not under any circumstances endanger or interfere with the safety of persons or property in the Designated Area or other areas where the Licensee may have equipment located. In the event of damage, the Licensee will bear all cost of repair and or replacement.

23. Right of Inspection of Construction

ATRA shall have the right to inspect all construction or installation works undertaken subject to the provisions of the Procedures and to make such tests as it may find necessary to ensure compliance with the terms of the License and other requirements of the laws of the Islamic Republic of Afghanistan.

24. Undergrounding of Cable

- 24.1 All trunk cables shall be installed underground or placed in common duct provided by the Municipal Authority, the Licensee itself or a private party, after obtaining the approval of the respective Municipality.
- 24.2 All cables shall be buried at least 0.5 meters if underground and shall in no way disrupt other utility.

25. Restoration of Streets

Whenever the Licensee disturbs the surface or subsurface of any street or public way or adjoining public property or the public improvement located thereon, therein or thereunder for any purpose mentioned herein, the Licensee shall promptly, at its own expense, restore, repair or replace the same to its original condition or such other condition as specified by the relevant authorities.

26. Use of Streets and Public Ways

- 26.1 The License granted shall authorize the Licensee to engage in the business of operating and maintaining a cable system in the Designated Area. However, before approaching ATRA for issuance of License, a prospective Licensee shall seek the necessary approval of his plan from respective Municipal Authority for establishing the CATV infrastructure including erection, installation, construction, repair, replacement and reconstruction, and retain, in, on, over, under, upon, across and along the streets and public ways within the country such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the cable system.
- 26.2 Before approving the proposed plan for the establishment of a CATV infrastructure under Article 26.1, a Municipal Authority shall properly scrutinize the feasibility of the plan of a prospective Licensee by visiting the sites through which the network will extend and also communicate to the prospective Licensee about the existing local area structural development plan that are likely to affect the network.
- 26.3 Any approval similar to Article 26.1 taken from the Municipal Authority for further extension of the network subsequent to granting of a License shall be forthwith communicated to ATRA by a Licensee.
- 26.4 The entire cost of relocation shall be borne by a Municipal Authority if a Licensee is required by such authority to relocate the property rights accrued under Article 26.1 and 26.3 within five (5) years after the approval of each such plan except for an affect resulting from a structural development about which communication was made to the Licensee under Article 26.2.
- 26.5 All works undertaken will have to comply with the existing and future laws, Procedures and regulations of Government and Municipalities.

27. Trimming of Trees

Any trimming of trees by the Licensee in the streets and public ways shall be subject to such Procedures and regulations of the Government of Afghanistan and of the individual Municipalities and NPA environmental procedure

28. Unused Infrastructure

Any trimming of trees by the Licensee in the streets and public ways shall be subject to such Procedures and regulations of the Government of Afghanistan and of the individual Municipalities. The Licensee shall remove infrastructure that are not in use or if there are no future needs/ requirements.

29. Temporary Removal of Cable to Move Large Objects

In the event it is necessary temporarily to move or remove any of the Licensee's wires, cables, poles or other facilities placed pursuant to the License, in order to lawfully move a large object, vehicle, building or other structure through or over the streets and public ways, the Licensee upon reasonable notice shall move at the expense of the person requesting, other than such a request made by ATRA for public purposes, the removal of its facilities as may be required to facilitate such movements.

PART V - CATV AND IPTV SERVICES

30. Commencement of Service

The Licensee shall commence within one-hundred and eighty (180) days from the date of issuance of the License by ATRA. Failure to provide service within this period shall result in revocation of the License except when condoned by ATRA for extenuating conditions faced by the Licensee.

31. Provision of Service

- 31.1 The Licensee shall distribute only those TV channels approved by the Ministry.
- 31.2 It shall be the right of all the Subscribers to continue receiving cable services, during the term of the License in so far as their financial and other obligations to the Licensee are honored.
- 31.3 The Licensee shall make service available for installation upon the request of/to any Subscriber, potential Subscriber or property owner within the service area, no later than fifteen (15) days from the date of the requisition letter.

32. Notice to Subscribers Before Taking Off Channels

No channel shall be taken off or discontinued from the cable television or IPTV network by a Cable or IPTV Operator without giving prior notice of at least three (3) weeks to the Subscribers along with the reasons for taking it off or discontinuing it and the Cable or IPTV Operator shall give such notice in an appropriate manner to its Subscribers.

33. Local Origination Channel

33.1 The Licensee is authorized to telecast or rebroadcast only the local programs in their local channel(s) approved by the Ministry, based on agreement with the local channel broadcaster

33.2 Cable and IPTV Operators shall make announcements and notifications in public interest at any time in times of emergency on a real time basis, as mandated by the relevant authorities, without any charges.

34. Interconnection and Infrastructure Sharing

The Licensee shall abide by and conform with the regulatory Procedures on Interconnection and Infrastructure sharing.

35. Procurement and Down Linking of Foreign Television Channels

All Licensees shall be required to procure foreign television programs as mandated by and or approved by the Ministry.

PART VI - SERVICE QUALITY

36. Quality of Service

36.1 The CATV quality of signal shall be determined based on a regulatory procedure by transmission level, permissible attenuation level at receiving end, signal to noise ratio, modulation, frequency drift, and voltage levels, picture and sound quality etc.

36.2 In case improper installation of cable or other equipment is detected, the Cable or IPTV Operator shall correct the same immediately but not later than forty-eight (48) hours of detection of the same.

37. Monitoring of Performance of Quality of Service Standards

37.1 ATRA may, from time to time, issue directions or orders requiring service providers to furnish information in such form and at such intervals as may be

required for the purpose of monitoring the performance of quality of service standards.

37.2 A Licensee shall facilitate the authorized officer of ATRA, or as the case may be, the Monitoring Department, to visit its premises for the purpose of inspection.

37.3 ATRA may, by order or direction issued from time to time, intervene for the purpose of protecting the interests of the cable Subscribers or for ensuring compliance of the provisions of these regulations or relevant procedures.

38. General Standards for Commercial Cable TV and IPTV

The CATV/IPTV Service operator shall comply with the general and specific quality standards as determined or adopted by ATRA from time to time.

39. Service Descramblers and Decoders

39.1 The Decoders, descramblers, Set Top Box (STB) or other accessories of the CATV/IPTV network or those necessary for reception of electronic media shall be imported only after obtaining Type Approval from ATRA and payment of applicable fee.

39.2 Any person wishing to import Decoders, Set-Top boxes, and other accessories shall apply to ATRA for permission on the application form specified for this purpose.

39.3 The Decoders, Set-Top Boxes etc. shall comply with the specifications given under the terms and conditions of the License or as determined by ATRA from time to time.

39.4 The Licensee shall not discriminate against any customer in sale of the equipment.

39.5 All relevant record is to be maintained by the importer/Licensee in this regard.

40. Decoder Fees

The Licensee shall be allowed to charge from customers, such monthly subscription fee and cost of the Decoder/Set-Top Box, as specified by ATRA for Decoders or Set Top Boxes and after receiving a no-objection from ATRA for the monthly subscription fees.

41. Repairs or Replacement of Decoder or Set-Top Box

In cases where there is a malfunction of a Decoder or Set-Top Box supplied by a Cable or IPTV Operator, on rent or hire-purchase basis to a Subscriber, then such Operator shall arrange for its repair or replacement as the case may be, within twenty-

four (24) hours of receipt of the complaint of malfunctioning of such Decoder or Set-Top Box, without any charge:

Provided that such Cable or IPTV Operator shall not be liable for such repair or replacement where the Decoder or the Set-Top Box has been found tampered with by the Subscriber.

PART VII - LICENSE ADMINISTRATION AND ENFORCEMENT

42. Direction by ATRA

- 42.1 The Licensee shall comply with any directives issued by ATRA from time to time in the exercise of its power, functions or duties as per the provisions of the Telecom Law and relevant Procedures as promulgated by ATRA.
- 42.2 Unless otherwise expressly specified, the Licensee shall safeguard the confidentiality of all directives issued by ATRA and shall disclose such directives only with the prior approval of ATRA.
- 42.3 The Licensee shall provide ATRA with any document or information within its knowledge, custody or control which ATRA may need or require for the exercise of its function and duties under the Telecom Law and other related Laws and Regulations.

43. Fair Competition and Exclusion of Monopolies

- 43.1 No person shall be entitled to benefit of any monopoly or exclusivity and ATRA shall ensure that open and fair competition is facilitated and ATRA may issue determinations and guidelines for this purpose from time to time for compliance by the Licensees.
- 43.2 A Licensee shall not enter into any interconnect agreement with another Licensee or otherwise divide the market into segments through mutual agreements or indulge in any unfair market practices.

44. Subscription Rates

- 44.1 A Licensee shall not charge subscription fee at a rate higher than the maximum fee determined by ATRA from time to time.
- 44.2 A Licensee shall not discriminate against any Subscriber in offering service and setting charges.

45. Voice or Data Services Over Cable Television or IPTV Network

A Commercial Cable TV or IPTV Licensee shall not offer voice or data services over its network unless prior License from ATRA under the relevant laws has been obtained:

Provided that the Licensee shall ensure that the quality of service is not compromised or deteriorated.

46. In-House Channel Permission Conditions

Each CATV/IPTV Service Licensee having In-House channel permission shall abide by the terms and conditions set by the Ministry.

47. Copyrights

47.1 A Licensee shall be responsible for ensuring that copyright obligations with respect to the programs or channels being relayed over the system are fulfilled.

47.2 Neither ATRA nor any employee of ATRA shall be liable for any offence, damage or other injury which anyone may suffer because of the negligence or violation of any law or code of conduct by the Licensee or ensuing from any other source.

48. Dispute Settlement

48.1 In case a broadcast media licensee believes that a CATV/IPTV Service Licensee has failed to meet its obligations or vice versa, such licensee shall notify the other Licensee, in writing, of the claimed failure and reasons in support of its claim.

48.2 The Licensee, on receipt of notification under clause 48.1, shall respond immediately but not later than five (5) days, in writing, and either commence to comply with its obligations or state its reasons for believing that it is already in compliance with its obligations.

48.3 In case a complainant does not receive a reply under clause 48.2 within five (5) days or is not satisfied with the response, such complainant may complain, in writing, to the concerned regional officer of ATRA.

48.4 The concerned regional officer of ATRA, upon receipt of complaint shall place the same before the Complaints Department for appropriate recommendation to ATRA.

48.5 ATRA, on receipt of recommendation of the Complaints Department, may pass such orders as deemed appropriate.

49. Reports

- 49.1 Every CATV/IPTV Service Licensee shall submit a report to ATRA containing the following information:
- (a) the number of total Subscribers;
 - (b) subscription rates being charged for all types of services;
 - (c) number of Subscribers receiving service in basic service tier;
 - (d) number of Subscribers receiving service in particular categories; and
 - (e) a complete record of complaints received and remedial actions taken.
- 49.2 Reports under clause 49.1 shall be submitted on quarterly basis or at such intervals as may be directed by ATRA.

50. Compliance

- 50.1 The Licensee shall be responsible for complying with all laws, codes, standards, procedures, orders, guidelines, and regulations, besides complying with the provisions of these Procedures.
- 50.2 The renewal of the Commercial Cable TV or IPTV License shall mainly depend on the Licensee's performance and compliance with the License terms and conditions, laws, codes, standards, procedures, orders, guidelines, and regulations.
- 50.3 ATRA retains the right to revoke the License, in case a Licensee does not comply with the legal requirements as mentioned under Article 50.1 and 50.2 of these Procedures.
- 50.4 The Licensee shall have in place internal procedures to ensure compliance at all times with the requirements as mentioned under Article 50.1 and 50.2 of these Procedures.
- 50.5 The Licensee shall act immediately in emergency situations as per provisions of the Telecom Law and other laws of the country.
- 50.6 The Licensee shall permit any official of ATRA or an authorized representative of ATRA to enter into any premises that may be used by the Licensee in connection with Commercial Cable TV or IPTV systems, to inspect or examine any records or equipment, or test any equipment for the purpose of verifying compliance with the standards, lawful orders, instructions or requirements of ATRA.

51. Breach of Procedures

- 51.1 If the activity of the Licensee is deemed to pose a clear and immediate threat to public peace or safety, ATRA may by order in writing take prompt and immediate action to suspend or revoke the License and Licensee's activities.
- 51.2 If ATRA finds that the Licensee has with repeated time, failed to maintain the signal quality as required by the License terms and conditions, ATRA reserves the right to either suspend or revoke the License or remedy the poor signal quality through appropriate sanctions.
- 51.3 ATRA reserves the right to either suspend or revoke the License or remedy the offences through appropriate sanctions if the Licensee is found to be engaged in any sale, lease, assignment, or transfer of control of its License without prior approval of ATRA.
- 51.4 If ATRA finds that the Licensee has provided false information or withheld any material information and has therefore mislead ATRA in granting/renewing the License, ATRA reserves the right to either revoke the License or remedy the false information through appropriate sanctions.
- 51.5 If a Licensee fails unreasonably to comply with an order made by ATRA, the Licensee shall be deemed to have breached a condition of his License and shall be subjected to either suspension or revocation of the License without any indemnification by or cost to ATRA, or the Licensee may be subjected to Article 51.6.
- 51.6 ATRA may require the Licensee (according to the circumstances of the case) to pay such fine or fines, as are specified in the order until such time as the Licensee has fully remedied the breach of License giving rise to the order.
- 51.7 In addition to the above Articles, ATRA may subject the Licensee to, inter alia, the following:
- (a) Issue a written warning.
 - (b) Require the Licensee to write a letter of apology or correct the breach.
 - (c) Suspend or revoke the License and operation without any indemnification by ATRA.
 - (d) Seize the equipment.
 - (e) Any other sanctions that ATRA may deem fit.
- 51.8 Where ATRA has reasonable grounds for believing that a License granted under the Telecom Law ought to be suspended or revoked, ATRA shall, before suspending or revoking the License, give the Licensee a fourteen (14) days' notice in writing its intention to do so, specifying the date and the grounds on which it proposes to suspend or revoke the License, and shall give

the Licensee an opportunity of being heard as to why the License should not be suspended or revoked.

52. Notifications

Wherever relevant and applicable, a written notice shall be issued in advance, addressed to the Licensee by ATRA.

53. Appeals

The Licensee may, if aggrieved by the decision of ATRA, appeal against such decision within thirty (30) days of the receipt of the information of such decisions.

ANNEX A - CALCULATION OF ANNUAL LICENSE FEE

The annual license fee shall be calculated as given below:

$$Fee = Minimum_Fee + (N * Fee_per_Subscriber)$$

Where:

Minimum_Fee = Afs. 70,000.00

N = Total number of cable TV/IPTV subscribers of the licensee

Fee_per_Subscriber = Afs. 10.00

ANNEX B – CATV SPECIFICATIONS AND CONSTRUCTION REQUIREMENTS

1. Grounding

Grounding of all equipment is mandatory as specified below.

a. Cable sheath

Where exposed to contact with electric light or power conductors the metal sheath of the cable entering the building shall be grounded as close as practicable to the point of entrance or shall be interrupted as close to the point as practicable by an insulating joint or equivalent device.

b. Size

The size and material of the conductor shall conform to the National Electrical Code.

c. Run in straight line

The grounding conductor shall run to the grounding electrode as far as possible in straight line.

d. Physical damage

The grounding conductor shall be guarded from physical damage.

e. Electrode

Connection, laying, bonding and connection of the electrode shall follow the National Electrical Code.

f. Protection

Where the coaxial cable is exposed to lightning or to accidental contact with lightning arrester conductors or power conductors operating at a voltage over 240 volts to ground, the outer conductive shield of the coaxial cable shall be grounded at the building premises as close to the point of cable entry.

g. Shield grounding

Where the outer conductive shield of the conductor is grounded, no other protective devices shall be required. The grounding of the coaxial drop cable by means of protective device should not interrupt the grounding system.

2. Installation of cable

Cables shall be installed as specified below.

a. On poles

Layout of cables shall be allowed through utility poles (Power and Telecom, etc.) provided the concerned authorities grant approval for the same.

b. Lead-in clearance

Lead-in or aerial drop cable from a pole or other support, including the point of initial attachment to a building or structure shall be kept away from electric light or power circuits so as to avoid possibility of accidental contact. Where the proximity to power conductor cannot be avoided, the installation be separated at least 30 cm from power service drops.

c. Over roofs

Cable passing over buildings that may be readily walked upon shall be at least 2.5 meters above the roof.

d. Between buildings

Cables extending between buildings including supports and attachment fixtures shall be acceptable for the purpose and shall have sufficient strength to withstand the loads to which they may be subjected. Where cable does not have sufficient strength to be self-supporting, it shall be attached to a supporting messenger cable that, together with the attachments and fixtures or supports shall be acceptable for the purpose and shall have sufficient strength to withstand the loads to which they are subjected.

e. On buildings

Where attached to the buildings, cables shall be securely fastened in such a manner that they will be separated from other conductors as follows:

- i. Electric light or power conductors/circuits.** The coaxial cables shall have a separation of 30 cm from electric light or power conductors not in raceway or cables, or be permanently separated from the conductor of other system by continuous and firmly fixed nonconductor in addition to the insulation of the wires.
- ii. Communication equipment.** The coaxial cable shall be installed so that there will be no interference to other communication equipment.
- iii. Lightning arrester.** A separation of 6 inches shall be kept between coaxial cable and lightning arrester.

f. Underground

- i.** All cables laid underground shall be permanently separated from power and other utility services passing underground by a suitable barrier.
- ii.** All cables entering the building shall comply with Articles (a) and (b) below.
 - a. With electric light or power conductors.** Underground conductors in a raceway, handhole or manhole containing electric light or power conductor shall be in a section separated from such conductors by means of a brick, concrete or tile partition.
 - b. Underground block distribution.** Where the entire circuit is run underground and the circuit within the block is so placed as to be free from likelihood of accidental contact with the electric light or power conductor over 240 volts to the ground, the insulation requirement specified by the National Electrical Code shall apply. Underground cable shall have marking for purposes like cable, drop cable, plenum cable, and riser cable or for limited use.

g. Wiring within the building

Coaxial cables installed, as a wiring within the building, shall be of the type that is resistant to the spread of fire. This shall apply to cables installed in the ducts and other air handling spaces. This shall not apply to cables that are enclosed in the raceway or in non-combustible tubing.

3. Quality of cable

- a.** All cables used in the main line (trunk) shall be of type 500 Series or above or its equivalent.
- b.** All distribution cables (sub-trunk) shall be of type RG-11 or its equivalent.
- c.** All drop cables (branch/in-house drops) shall be of type RG-11/RG-8 or its equivalent.

4. Installation of amplifiers

Amplifiers may be installed or mounted on the surface of the ground in securely fixed cabinets adhering to any guidelines that may be issued by the Municipal Authority from time to time.

5. Cable Connections

No two or more cables shall be joined together without using connectors (e.g. BNC) and such work must be carried out by technicians with required level of skills. As far as practicable no cables shall be bent excessively.

ANNEX C - APPLICATION FORM FOR NEW CATV/IPTV LICENSE

Liaison & Documents & Relations Director,
Afghanistan Telecom Regulatory Authority

Phone: +93(0) 202105361

Address: Moh. Jan Khan Watt 10th floor MoCIT Building, Kabul, Afghanistan.

IMPORTANT INFORMATION

1. All blanks in this application form **MUST** be completed. Please read the Terms and Conditions of the “License for Operation of Commercial Cable Television or IPTV System” before completing this application form.
2. For CATV systems, the applicant shall obtain such Permits, License or other authorization from other public offices or authorities as may be necessary for or in connection with the lawful installation or working of the commercial cable television station. Where supporting documents are required, you may send the documents in the address given above.

| Applicant Information | |
|---|------------------------------------|
| Name (Company) | |
| Contact Person Name | |
| Contact Person Designation | |
| Citizenship Identity Card (Tashkera) Number (Attach 1 copy) | |
| Nationality | |
| Principal Activity(ies) | |
| If CATV: Area(s) of Operation (With letter of recommendation from Municipality and security clearance) | |
| Correspondence Address | |
| Billing Address | |
| Telephone No. | Business: Mobile: |
| Fax No. | |
| E-mail | |

DECLARATION:

I/We declare that

- i. The details above are correct and factual.
- ii. I/We shall not operate the equipment/station without a license issued by ATRA.
- iii. I/We shall downlink and telecast only those TV channels approved by the Ministry of Information and Culture based on a legitimate agreement signed with the service providers.
- iv. I/We shall declare the exact number of TV subscribers connected my/our cable/IPTV system to ATRA annually during the day of filing the application for license renewal.
- v. I/We shall strictly abide by the provisions of the Procedures for the Operation of CATV/IPTV and any other notifications and order issued by ATRA.
- vi. In the interest of the general public, the approved channel shall be switched off at any time if directed by ATRA.

Date

Applicant Signature and Seal

ANNEX D - APPLICATION FORM FOR RENEWAL OF CATV/IPTV LICENSE

| Applicant Information | |
|-----------------------------------|------------------------------------|
| Name (Company) | |
| Contact Person Name | |
| Contact Person Designation | |
| Correspondence Address | |
| Telephone No. | Business: Mobile: |
| Fax No. | |
| E-mail | |

DECLARATION:

I/We declare that

1. I/We would like to renew my/our CATV/IPTV license for the year.....
2. As of.....dd/mm/yy, I/We have a total of ---- subscriber using my/our cable or IPTV service. Based on my/our total number of subscribers, please intimate to us the annual license renewal fee payable to ATRA.
3. I/We attach the following mandatory documents for the renewal of my license:
 - a. Recommendation of Municipal Authority. (for CATV systems only)
 - b. List of channels that have been approved by ATRA for my/our network.
 - c. Others:
4. I/We like to declare that all the above details and attachments to the application are correct and factual.
5. I/We like to reiterate not to operate the equipment without a license issued by ATRA.
6. I/We shall downlink and telecast only those TV channels approved by the Ministry of Information and Culture based on a legitimate agreement signed with the service providers.
7. I/We shall strictly abide by the provisions of the Procedures for the Operation of CATV/IPTV and any other notifications and order issued by ATRA.
8. In the interest of the general public, the approved channel shall be switched off at any time if directed by ATRA.

Date

Applicant Signature and Seal

Name of Applicant