

GOVERNMENT NOTICE NO 430 published on 9/12/2011

ELECTRONIC AND POSTAL COMMUNICATIONS ACT
(CAP.306)

REGULATIONS

THE ELECTRONIC AND POSTAL COMMUNICATIONS (LICENSING)
REGULATIONS, 2011

ARRANGEMENT OF REGULATIONS

Regulation *Title*

PART I

PRELIMINARY PROVISIONS

1. Citation.
2. Application.
3. Interpretation.

PART II

PROVISIONS RELATING TO LICENCING

4. Application for licence.
5. Failure to submit documents and make presentation.
6. Physical address of a licensee.
7. Category and duration of licence.
8. Initial fee.
9. Requirement to provide maintain information.
10. Indemnity.
11. Safety measures.
12. Transfer or assignment of rights or obligations.
13. Sanctions.
14. Service of notice.
15. Invalidity not to affect enforceability.
16. Contradiction of specific regulations.

PART III
SPECIFIC CONDITIONS

17. Business plan requirements.
18. Shareholding requirements.
19. Change of name.
20. Requirements for network service interoperability.
21. Requirements for postal and courier services.
22. Requirements for content service licence.
23. Interruption of the licensed services.
24. Interoperability and technical standards.
25. Training.
26. Privacy and confidentiality.
27. Restriction to the use of apparatus.
28. Accounting requirements.
29. Provision of services.
30. Network or system modification.
31. Performance guarantee.

PART IV
GENERAL PROVISIONS

32. Emergency.
33. SIM card registration.
34. Types of class licences.
35. Licensing procedure for installation and maintenance.
36. Cancellation and revocation of licence.
37. Conditions for installation and maintenance applicant.
38. Conditions for importation, distribution or selling.
39. Warranty.
40. Provision of information.
41. Permission to inspect.
42. Offences and penalty.
43. Revocation.

THE ELECTRONIC AND POSTAL COMMUNICATIONS ACT
(CAP.306)

Interpretation	3. In these Regulations, unless the context otherwise requires-
Cap.306	“Act” means the Electronic and Postal Communications Act; “active SIM card” means a SIM card that has been enabled to initiate traffic; “active subscriber” means
Cap. 172	“Authority” means the Tanzania Communications Regulatory Authority established under the Tanzania Communications Regulatory Authority Act; “application services” means a service provided by means of one or more network services but does not include such service provided solely on the customer side of the network boundary; “application services licence” means an electronic communications licence entitling the holder to provide one or more application services; “application services licensee” means a holder of an application service licence; “closed user group” means a type of service that allows a person to provide communication services for private use; “consumer” means any person who uses electronic communications or postal product or services; “customer” means any person who obtains or seeks to obtain services of any kind from a person undertaking activities pursuant to the Act and includes subscribers; “contract of services” means an agreement entered into between the licensee and the customer for the provision of the licensed services to the customer; “dealer” means a person who carries out trade, business or industry in which electronic communications apparatus assembled, manufactured, imported, bought, sold, hired or exchanged; “content” means information in the form of speech or other sound, data, text or images whether still or moving, except where transmitted in private communications; “content services” means services offered for speech or other sound, data, text or images whether still or moving,

- except where transmitted in private communications;
- “content services licensee” means a holder of a content applications service licence;
- “courier services” means specialized services for the speedy collection, conveyance and delivery of postal articles other than letter;
- “distribution of electronic communication equipment licence” means a licence entitling the holder to sell electronic communication equipment at wholesale ;
- “electronic communication equipment” means an equipment radio communication or, as appropriate, the communication of information in the form of speech or other sound data, text, visual images by means of guided or unguided electromagnetic energy;
- “emergency services” shall include calls using shortcodes for the purposes relating to human safety and life or those established for rescue operations in the event of any disaster;
- “*force majeure*” means an event which is beyond the reasonable control of a licensee and which makes a licensee’s performance of its obligations under the licence impossible; such events may include but are not limited to fires, floods, epidemics, quarantine restrictions, strikes wars or revolutions;
- “Gross Annual Turn-over means annual income earned by the licensee during the year under review;
- “importation of electronic communication equipment licence” means a licence entitling the holder to import electronic communication equipment for business purposes;
- “inactive SIM card” means a SIM card that has been barred from initiating traffic;
- “installation and maintenance of electronic communication equipment licence” means a licence entitling the holder to construct, install and maintain electronic communication equipment;
- “licence” means a licence issued under the provisions of the Electronic and Postal Communications Act;

- “licensee” means an entity licensed by the Authority to provide any electronic communication, postal or courier services;
- “Minister” means the Minister responsible for communications except in relation to content and broadcasting services;
- “network facilities” means any element, or combination of elements of physical infrastructure used principally for, or in connection with the provision of one or more network services, but not including customer premise equipment;
- “network facilities licence” means an electronic communications licence entitling the holder to construct, maintain, own and make available one or more network facilities;
- “network facilities licensee” means a holder of a network facilities licence;
- “network service” means a service for the carrying of information in the form of speech or other sound, data, text or images, by means of guided and/or unguided electromagnetic energy but does not include services provided solely on the customer side of the network boundary;
- “network services licence” means an electronic communications licence entitling the holder to provide one or more network services;
- “network services licensee” means a holder of a network service licence;
- “public emergency” means earthquake, epidemic, war, famine, state of emergency or any other event declared as such by the Government;
- “royalty” means charges for a right of using a certain licensed service;
- “selling of electronic communication equipment licence” means a licence entitling the holder to sell electronic communication equipment on retail basis;
- “SIM card” means Subscriber Identity Module which is an independent electronic communication device designed for use in conjunction with a mobile telephone to enable the user of the mobile telephone to transmit and receive indirect communications by providing access to

- telecommunication systems identify the particular Subscriber Identity Module and its installed information;
- “subscriber” means a person who receives communication service or a content service under an agreement with or pursuant to terms and conditions established by an applications or a content service licensee;
- “Subscriber Identity Module” in its abbreviation SIM means an electronic communication module used to identify a subscriber;
- “support services” means a service which consists of the provisions management services to a subscription broadcasting service which may include, but is not limited to subscriber management support, subscription fee collection, call centres, sales and marketing and technical and installation;
- “traffic” means voice calls and / or data communication between subscribers;
- “virtual application services licence” means an electronic communication licence entitling the holder who does not own any network facilities nor operate any network to provide one or more application services;
- “VSAT” means a very small aperture terminal (two-way or one-way) satellite ground station satellite which operate in Ku-band and C-band frequencies with antenna sizes ranging from 75cm to 1.8m for Ku-band and 1.8m to 2.4m for C-band with data rates ranging from 56Kbps up to 4Mbps;
- “VSAT licence” means a licence entitling the holder to use very small aperture terminals.

PART II

PROVISIONS RELATING TO LICENCING

Application for licence	<p>4.-(1) Any person who wishes to apply for a licence shall fill in an application form in the appropriate manner and pay any fees as set out in the First Schedule to these Regulations.</p> <p>(2) The application form referred to under sub-regulation (1) shall be accompanied by such documents or information as may be relevant to the type of a licence applied.</p> <p>(3) Where a person makes an application for two or more shortcodes, he shall be required to obtain an application services licence.</p>
Failure to submit documents and make presentation	<p>5. Where an applicant fails to-</p> <p>(a) submit documents or information as required under regulation 4 (2); or</p> <p>(b) appear on a date scheduled by the Authority for presentation of business plan without any prior information,</p> <p>the Authority shall reject the application and inform the applicant in writing.</p>
Physical address of a licensee	<p>6.-(1) An applicant of a licence shall be required to have a physical address in a place within the United Republic and shall provide particulars of such address to the Authority.</p> <p>(2) A licensee shall, prior to change of office, submit to the Authority a notice of the change of physical address.</p>
Category and duration of licence	<p>7.-(1) The Authority may issue a licence for duration as provided in the First Schedule to these Regulations.</p> <p>(2) A licensee shall be required to pay to the Authority regulatory fees of such amount as provided for in the First Schedule to these Regulations.</p> <p>(3) A licensee shall be required to pay to the Authority renewal fees of such amount as provided for or in relation to initial licence fees stipulated in the First Schedule to these Regulations.</p>
Initial fee	<p>8.-(1) For the implementation of regulation 7, the</p>

Authority shall issue an invoice to the successful applicant to pay the initial licence fees before the grant of licence.

(2) Where, within one month from the date of issuance of the invoice the applicant fails to pay the initial fee, the Authority may reject that application.

(3) The Authority may extend the period for one month upon request by the applicant, and upon showing good cause for such extension, save that, the Authority shall not have power to grant further extension.

Requirement to provide and maintain information

9.-(1) A licensee shall be required to provide and maintain such information as will enable the Authority to carry out its functions under the Act in such manner and at such times as the Authority may request.

(2) The Authority shall have the right to request the licensee to submit periodic reports, statistics and other data as well as request additional information with a view to effectively supervising and enforcing effectively the terms of the licence.

(3) The Authority shall in making any request for information, ensure that no undue burden is imposed on the licensee in procuring and furnishing such information.

Indemnity

10. A licensee shall indemnify the Authority against any claims of proceedings arising from any breach or failings on the part of the licensee.

Safety measures

11. A licensee shall, in respect of services operated, maintained or offered under his licence, take all proper and adequate safety measures to safeguard life or property, including exposure to any electrical emission or radiations emanating from the use of equipment or installation from such operations.

Transfer or assignment of rights or obligations

12.-(1) A licensee shall not assign, transfer, dispose of any rights or obligations or in any manner alienate the license or any part thereof without the prior written consent of the Authority.

(2) Notwithstanding the provision of sub-regulation (1), the licensee shall have full discretion to appoint agents or sub-contractors to enable it to properly and efficiently exercise its rights and carry out its obligations in terms of the licence

Sanctions

13. In the event that the Authority determines, after an investigation and pursuant to the procedures of due process, that the licensee has contravened the laws or breached the provisions of the licence, the Authority may impose any or all of the following sanctions-

- (a) public apology by the licensee, at his own cost in a newspaper of general circulation in the area of service that shall run for two consecutive days;
- (b) payment of a fine or compensation to the injured party as may be prescribed by the relevant laws; or
- (c) any other sanction as may be appropriate in accordance with the relevant laws and regulations in force in Tanzania.

Service of notice

14. Where the Authority is satisfied that a licensee has breached or is breaching the provisions of laws, or regulations or conditions of licence, it shall serve a notice in writing to the licensee requiring to remedy the breach within specified period.

Invalidity not to affect enforceability

15. Where one or more of the provisions of any licence issued to any licensee becomes invalid or unenforceable, that fact itself shall not affect the validity or enforceability of the other provisions of the licence.

Contradiction
of specific
Regulations

16. Where any provision of these Regulations is incompatible with any provision of Regulations issued in relation to a specific licensed service, the provisions of the specific licensed service shall prevail.

PART III
SPECIFIC CONDITIONS

Individual Licences

Business plan
requirements

17. An applicant for individual licence shall be required to submit to the Authority a business plan together with other documents as provided for under the Act.

Shareholding
requirements

18.-(1) An applicant shall be required when applying for a licence to submit the following shareholding requirements as ongoing obligation throughout the licence period, for approval by the Authority-

- (a) in the case of Network Facilities Licence, Network Services Licence, Application Services Licence, Subscription Content Services Licence, Support Service for Subscription Content Services Licence or Postal Service Licence, submit a list of shareholders local, foreign or both with the respective percentages.
- (b) in the case of Content Services Licence for free to air broadcasting, the applicant a list of shareholders with a minimum of fifty one percent local ownership; or
- (c) in the case of a licensee who is listed with the stock exchange, the minimum local shareholding shall be in accordance with the provisions of the Capital Market and Securities Act and its Regulations.

Cap.79

(2) An applicant, when applying for a licence or changing shareholding, shall submit to the Authority certified copies of share certificates of its shareholders.

(3) Prior to transfer of shares, a licensee shall be required to submit to the Authority:

- (a) an application for transfer of shares;
 - (b) proof that minimum local shareholding requirement is maintained; and
 - (c) any other information as may be required by the Authority.
- (4) A licensee may change its shareholding structures upon submitting to the Authority for its approval the following-
- (a) an application for change of shareholding structure;
 - (b) payment of fees as may be prescribed by the Authority as set out in the First Schedule to these Regulations;
 - (c) relevant documents including a certificate for change of shareholding structure from BRELA; and
 - (d) a consent obtain from BRELA

Change of name

- 19.-(1) A licensee may change its name upon submitting to the Authority for its approval-
- (a) an application for change of name;
 - (b) payment of fees as may be prescribed by the Authority;
 - (c) relevant documents including certificate for change of name or documents from BRELA on change of shareholding structure.
- (2) A licensee shall be required to obtain the Authority's prior written consent before changing its name and the latter's consent shall not be reasonably withheld.

Requirements for network service interoperability

20. Any applicant for network service licence shall ensure that there is-
- (a) interoperability and compatibility of the network service system with other network services systems; and
 - (b) availability of access to emergency services.

Requirements for postal and courier services

21. An applicant for postal and courier services shall submit to the Authority the following information-
- (a) projected delivery standards;

- (b) means of transport available for providing the services; and
- (c) storage facilities.

Requirement for content services licence

22. An applicant for a content services licence shall be required to submit to the Authority -

- (a) a programme line up;
- (b) HRD plan; and
- (c) proof of qualified staff, establishment and manning level.

Interruption to the licensed services

23.-(1) A licensee shall not intentionally-

- (a) interrupt the operation of the licensed systems in the normal course of business; or
- (b) suspend the provision of any type of licensed services,

without having first notified the Authority in writing and having provided reasonable notice to persons affected or likely to be affected by such interruption or suspension.

(2) The provision of sub-regulation (1) shall not apply where the interruption or suspension is due to-

- (a) an emergency;
- (b) an event of *force majeure*;
- (c) other circumstances beyond the licensee's control; or
- (d) a licensed service supplied by the licensee to a person whose telecommunication system is endangering the integrity of the licensed system.

Interoperability and technical standards

24.-(1) Every licensee shall be required to comply with any Regulations, technical specifications and Rules issued by the Authority as are applicable and appropriate in order to ensure interoperability of the licensed services and licensed systems with electronic communications services and systems provided by other operators.

(2) A licensee shall ensure that all the equipment comprised in, connected to the licensed systems and used in the provision of the licensed services is of the type approved by the Authority.

- Training 25. A licensee shall take all reasonable steps to ensure that Tanzanian nationals acquire the necessary skills and knowledge for effective discharge of their duties under licensee's operations.
- Privacy and confidentiality 26.-(1) A licensee shall use all reasonable measures to ensure non- disclosure of confidential information obtained in the course of its business from any person to whom it provides the licensed services.
(2) A licensee shall establish and implement reasonable procedures for maintaining confidentiality of such information subject to any requirement under the law; and
(3) A licensee shall maintain sufficient information in its confidentiality procedures to satisfy the Authority, on request, that the requirements of sub regulation (1) and (2) are being met.
- Restriction to the use of apparatus 27. A licensee shall not use or allow to be used any apparatus comprised in the licensed systems which is capable of recording, silently monitoring, or intercepting into live speech telephone calls unless it is in accordance with the requirement of the law.
- Accounting requirements 28 (1) A licensee shall submit, on quarterly basis income statements to the Authority within fourteen days after the end of each quarter.

(2) Within six months after the end of each financial year, the licensee shall submit to the Authority annual financial reports audited by independent auditors.
(3) In the cause of submission of the licensee's financial report, the licensee shall be required to disclose the description and amount in respect of each category of regulatory fees i.e. regulatory expenses such as frequency, numbering, application fees, initial licence fees, annual licence fees, royalty and any other fees as the Authority may require.
(4) The disclosure referred to in sub regulation (3) shall be made in the notes supporting the financial statements.

(5) Notwithstanding the financial requirements, the licensee shall be required to submit a reconciliation statement of regulatory fee obligations and settlement as at the date of statement of financial position which shall be reconciled to the audited financial statements.

(6) Without prejudice to the preceding provisions, the Authority may require the licensee to submit other accounting information or clarifications it may require in order to effectively supervise and enforce the terms of the licence.

(7) The licensee shall provide such information as provided for under sub regulation (4) within a reasonable period as may be specified by the Authority.

Provision of services

29.-(1) A licensee shall be required to provide services within a maximum period of twelve months from the date of issuance of the licence.

(2) Where a licensee fails to provide services extension to provide within the period specified in sub-regulation (1), he shall be required to submit to the Authority reasons for failure to provide services and the Authority may consider extension of the period to [provide services for a maximum period of twelve months.

(3) Where a licensee fails to provide services after the expiry of extended period, the Authority shall revoke the licence.

(4) A licensee shall provide services in accordance with the applicable recommendations of the International Telecommunication Union, other international standardisation bodies and any other relevant laws or Regulations applicable in Tanzania.

Network or system modification

30.-(1) A licensee shall inform the Authority in advance of any substantive change or modification of the licensed network or system which may result in a substantial service interruption.

(2) A licensee shall ensure that any substantive change does not interfere with other existing communication networks or systems.

Performance
guarantee

31.-(1) The Authority may require an applicant for network facilities, network services, subscription contents services or support services for subscription contents services, to furnish a performance bank guarantee from a bank registered in the United Republic and when the Authority so requires, the licensee shall comply with the performance bank guarantee requirements.

(2) In any case where a performance bank guarantee is required, the licensee shall furnish the bank guarantee in the form prescribed in the Second Schedule to these Regulations.

(3) The performance bank guarantee shall be furnished within thirty days from the date of notification by the Authority of the requirement of the performance bank guarantee.

PART IV GENERAL PROVISIONS

Emergency

32.-(1) All Network services licensees shall provide free access to emergency services as defined in the National Numbering Plan issued by the Authority or as may be otherwise directed by the Authority.

(2) A licensee may provide access to value added services for emergency, safety and assistance service in accordance with the laws of the United Republic as well as with the applicable international standards and treaties.

(3) The Minister responsible for content and broadcasting services or any other person authorized by the Minister may, by order under his hand, require any content services licensee to broadcast forthwith or within or at any time and in any manner specified, any announcement which the Minister deems to be in the interest of the national security or of public interest.

(4) Where the Minister is of the opinion that the broadcasting of any matter or matter of any class or character would be contrary to the national security or public interest, he may, by notice in writing, delivered at the principal office of the licensee prohibit the broadcasting of such matter or matter of such class or character and the licensee shall comply with any such notice.

(5) In the event of public emergency crisis the Authority may require the licensee to provide the necessary services to the Government giving priority to the support activities required to overcome the emergency.

(6) Within three months of the issuance of the licence, the licensee shall submit to the Authority its plan for the procedures and operations which the licensee shall follow in the event of any such emergency and shall update the emergency plan upon request by the Authority.

(7) In the event that the emergency or crisis is related to matters concerning national security, the licensee shall co-ordinate with the relevant authority indicated by the Authority and shall implement the emergency plan as far as reasonably practicable in accordance with the instructions as may be given by the Authority.

SIM Card
registration
requirements

33.-(1) Any person who sells or , in any other manner provides detachable SIM card or built-in SIM card mobile telephone to any potential subscriber shall register subscribers using Form as provided in the Third Schedule to these Regulations.

(2) A licensee shall distribute or sell detachable or built in SIM cards which are inactive.

(3) A licensee shall only activate detachable or built in SIM cards which have been registered.

Types of class
licences

34.-(1) The Authority may issue class licences for the following services:

- (i) importation, distribution or selling of electronic communications equipment;
- (ii) installation and maintenance of electronic communications equipment;
- (iii) Very Small Aperture Terminal (VSAT);
- (iv) Radio communications stations;
- (v) Global Maritime Distress Safety Systems (GMDSS);
- (vi) Electronic numbering resources.

Licensing
procedure for

35. The Authority shall inspect and evaluate the office

installation and maintenance	and workshop premises of the applicant for installation and maintenance licence within twenty one days from the date of application.
Cancellation and revocation of a licence	<p>36. (1) The Authority reserves the right to revoke or cancel a class licence where the terms and conditions of a class licence are breached.</p> <p>(2) Notwithstanding the provision of sub regulation (1), the Authority shall issue a written notice of thirty days to the licensee prior to the revocation of the class licence.</p>
Conditions for installation and maintenance applicant	<p>37. An applicant shall, for installation and maintenance of electronic communications equipment be required to-</p> <p>(a) be a registered company or firm;</p> <p>(b) proof of qualified staff establishment and manning level.</p>
Conditions for importation, distribution or selling	<p>38.-(1) Every importer or distributor of electronic communications equipment shall ensure that equipment imported or distributed to sellers are of acceptable quality and of the type approved by the Authority.</p> <p>(2) The importer, distributor or seller of electronic communications equipment which use frequency spectrum shall ensure that customers have frequency licences from the Authority.</p> <p>(3) Without prejudice to the generality of the provisions of these Regulations, any person may import in the country any type of approved electronic communication equipment solely for personal use.</p>
Warranty	<p>39. The importer, distributor or seller of electronic communications equipment shall not import for sale or, distribute any equipment without warranty of not less than twelve months.</p>
Provision of information	<p>40. Every licensee shall furnish to the Authority in such manner and such time as the Authority may request, such documents, accounts, financial data, estimates returns, reports or any other information, as the Authority may require for the purpose of exercising the functions assigned to it under the Act.</p>

Permission to inspect

41. An authorized officer of the Authority shall at all reasonable times enter any premises on which a holder of a class licence or his agent has installed or is installing an electronic communication system or equipment to inspect the equipment or system installation and witness any associated tests.

Offences and penalty

42. Any person who contravenes the provisions of these Regulation commits an offence and on conviction shall be liable to a fine not less the Tanzania shillings five million shillings or to imprisonment for a period not exceeding three months or to both.

Revocation
GN. No. 268 of
2005, GN. No.
272 of 2005 and
GN. No. 269 of
2005

43. The following Regulations are hereby revoked-

- (a) The Tanzania Communications (Licensing) Regulations;
- (b) The Tanzania Communications (Importation and Distribution of Electronic Communications Equipment) Regulations ;
- (c) The Tanzania Communications (Installation and Maintenance of Electronic Communications Equipment) Regulations.

FIRST SCHEDULE

LICENCE CATEGORIES, FEES AND DURATION

(Made under regulations 4 and 7)

1. NETWORK FACILITIES

Market Segments	Type of Facility	Application Fee (US \$)	Initial Licence Fee (US \$)	Royalty Fee (Gross Annual Turnover i.e. "GAT")	Duration of Licence (Years)	Type of Licence
International	Gateway facilities such as Earth Satellite Station, VSAT, Submarine cable, Switching Centres, Nodes and Servers and others.	10,000	200,000	0.8 of GAT	25	Individual
National	Switching, transmissions and access facilities such as VSAT;	5,000	400,000	0.8 of GAT		Individual
Regional	Submarine cable, Microwave links; Fixed links, Switching	1,000	15,000	0.8 of GAT		Individual
	Centres, Laid cables; Fibre Optic, Exchange, Nodes, Servers, Towers, Ducts, Transmitters and Links and other	50	1,000	0.8 of GAT		Individual

Electronic and Postal Communication (Licensing)

G.N. No. 430 (contd)

2. NETWORK SERVICES

Market Segments	Type of Service	Application Fee (US \$)	Initial Licence Fee (US \$)	Royalty Fee (Gross Annual Turnover i.e. "GAT")	Duration of Licence (Years)	Type of Licence
International	Electronic communications network operations with the following features: 1. Network access codes 2. Interconnection capabilities	10,000	300,000	0.8 of GAT	25	Individual
National		5,000	600,000	0.8 of GAT		Individual
Regional		2,000	23,100	0.8 of GAT		Individual
District		100	1,000	0.8 of GAT		Individual

3. APPLICATION SERVICES

Category A: WITH NETWORK FACILITIES AND NETWORK SERVICES LICENCES

Market Segments	Type of Service	Application Fee (US \$)	Initial Licence Fee (US \$)	Annual Fee (US \$)	Duration of Licence in Years	Type of Licence
International	To provide international connectivity/bandwidth whether by satellite or submarine or other technologies	1,000	100,000	0.8% of GAT	10	Individual
National	To provide to the public voice, message, Internet services, Internet Telephony (VoIP), pay phone, Value Added Services, Data services, Tracking services etc	100	10,000	0.8% of GAT	10	Individual

Electronic and Postal Communication (Licensing)

G.N. No. 430 (contd)

Regional	To provide to the public voice, message, Internet services, Internet Telephony (VoIP), pay phone, Value Added Services, Data services, Tracking services etc.	50	1,000	2,000	5	Class
District		20	200	500		Class

Category B: WITHOUT NETWORK FACILITIES AND NETWORK SERVICE LICENCES

Market Segments	Type of Service	Application Fee (USD)	Initial Licence Fee (USD)	Annual Fee (US \$)	Duration of Licence in Years	Type of Licence
International	To provide international connectivity/bandwidth whether by satellite or submarine or other technologies	1,000	100,000	0.8% of GAT	10	Class
National	To provide Internet services, pay phone, internet Telephony (VoIP) Data services, Tracking services, financial services, gaming services, virtual applications services, virtual application etc	500	10,000	0.8% of GAT	5	Class
Regional		20	200	0.8% of GAT		Class
District		10	50	0.8% of GAT		Class
National (Private)	Closed User	50	5,000	USD 500 per V-SAT	3	Class

Electronic and Postal Communication (Licensing)

G.N. No. 430 (contd)

	Group			-Urban USD 100 per V-SAT- Rural & underserved areas		
--	-------	--	--	--------------------------------------------------------------------	--	--

4. INSTALLATION AND MAINTENANCE, IMPORTATION,
DISTRIBUTION AND SELLING OF ELECTRONIC COMMUNICATION
EQUIPMENT LICENCES

S/No.	Type of Licence/ Authorization	Market Segment	Application Fee Tsh.	Annual licence Fee Tsh.	Duration of Licence Years
1.	Installation and Maintenance	National	50,000	2,000,000	3
		Regional	20,000	500,000	3
		District	10,000	200,000	3
2.	Importation	National	50,000	3,000,000	3
3.	Distribution (wholesalers)	National	50,000	1,000,000	3
		Regional	20,000	300,000	3
		District	10,000	100,000	3
4.	Selling(Retail)	National	20,000	500,000	3
		Regional	10,000	150,000	3
		District	10,000	50,000	1

Electronic and Postal Communication (Licensing)

G.N. No. 430 (contd)

5. CONTENT SERVICES LICENCES (Authority to Broadcast)

Licence Category	Market Segment	Application Fees (USD)	Initial Licence Fees (USD)				Annual Fees (Public and Commercial) (USD)*	Duration of Licence (Years)	Class of Licence
			Public	Commercial	Non Commercial	Community			
Television Broadcasting (Free to Air)	National	5,000	25,000	25,000	N/A	N/A	25,000	5	Individual
	Regional	2,000	20,000	20,000	10,000	N/A	20,000	5	Individual
	District	1,000	3,000	3,000	1,500	N/A	3,000	5	Individual
	Community	1,000	500	N/A	N/A	500	500	5	Individual
Subscription Broadcasting (Terrestrial)	National	10,000	N/A	50,000	N/A	N/A	0.8% of GAT	5	Individual
	Regional	5,000	N/A	25,000	N/A	N/A	25,000	5	Individual
	District	1,000	N/A	12,500	N/A	N/A	12,500	5	Individual
Subscription Broadcasting (Other Technologies)	National **	1,000	2,500	2,500	N/A	N/A	2,500	5	Individual
	Regional***	1,000	1,000	1,000	N/A	N/A	1,000	5	Individual
	District****	1,000	500	500	N/A	N/A	500	5	Individual
Radio Broadcasting (Free on Air)	National	2,000	20,000	20,000	N/A	N/A	20,000	5	Individual
	Regional	1,000	15,000	15,000	7,500	N/A	15,000	5	Individual
	District	1,000	2,000	2,000	700	N/A	2,000	5	Individual
	Community	1,000	500	N/A	500	N/A	500	5	Individual
Support Services (Terrestrial)	National	1,000	N.A	50,000	N.A	N.A	50,000	10	Individual
	Regional	1,000	N.A	25,000	N.A	N.A	25,000	10	Individual
	District	1,000	N.A	12,500	N.A	N.A	12,500	10	Individual
Support Services (Satellite)	National	1,000	N.A	100,000	N.A	N.A	0.8% of GAT	10	Individual

* Annual fees for Non Commercial and Community content service licensees shall be the same as initial licence fees.

** Refers to subscribers from 5,001 and above

*** Refers to subscribers from 1,001 to 5,000

**** Refers to subscribers from 10 to 1,000

6. RADIO FREQUENCY SPECTRUM USAGE LICENCES

6 A: RADIO COMMUNICATION STATION LICENCES AND FEES

S/No	Types of Station Licence		Application fees (Tsh)	Annual Licence fee/station/ bandwidth (USD)	Duration of licence (years)
1.	Tanzania Amateur station Licence				10
		• Amateur radio station	10,000.00	20.00	10
		• Amateur experimental station	10,000.00	10.00	10
		• Amateur novas Station	10,000.00	10.00	10
2.	Ship Station	HF	50,000.00	500.00	10
		VHF	50,000.00	500.00	10
3.	Aircraft Station	HF	50,000.00	500.00	10
		VHF	50,000.00	500.00	10
4.	HF Fixed/Mobile Radio Station		15,000.00	120.00	10
5.	VHF/UHF Fixed/Mobile/Portable Radio Station with Single Frequency		15,000.00	70.00	10
6.	VHF/UHF Fixed/Mobile/Portable Radio Station with pair of Frequencies		15,000.00	80.00	10
7.	VHF/UHF Radio Repeater		15,000.00	100.00	10
8.	HF Cross Boarder Station		15,000.00	120.00	10
9.	Transportable Satellite Transceiver Station		10,000.00	3,000.00	10
		• Imarsat Type A	10,000.00	2,500.00	10
		• Imarsat Type B	10,000.00	2,000.00	10
		• Imarsat Type C	10,000.00	1,500.00	10
		• Imarsat Type M	10,000.00	1,000.00	10
		• Imarsat Type Min M	10,000.00	500.00	10
10.	Public Satellite Ground Earth Station		10,000.00	5,000.00	10
11.	Public Mobile Network Radio Base		10,000.00	70.00	10
12.	Microwave Radio Links Fixed/Repeater Radio Station		10,000.00	70.00	10
13.	Wireless Data Radio Links/Repeater Radio Station		10,000.00	70.00	10
14.	MMDS Broadcasting Station		10,000.00	4,000.00	10
15.	Fixed-satellite Broadcasting Earth Station		10,000.00	5,000.00	10
6 B: FREQUENCY SPECTRUM USER CHARGES					
16.	Transmission/Base station Charges	Repeaters/BTS/Transmission Links	70.00 per station		10
17.	Frequency Bandwidth/Channel Charges	Band A 450MHz, 800MHz, 900 MHz, 1800MHz, 2100MHz	7,500.00 per 1MHz bandwidth per Zone		10
		Band B 2300MHz, 2500MHz,	2,500.00 per 1MHz bandwidth per Zone		10

		2000MHz		
		Band C 1850MHz, 1900MHz, 3.1, 3.3, 3.5, 4.0, 4.9, 5.2, 5.4, 5.7, 5.8 GHz	1,250.00 per 1MHz bandwidth per Zone	10
		Band D Microwave Links (Long haul): 5, 6, 7, 8, 10, 11GHz	1,000.00 per 1MHz bandwidth	10
		Band E Microwave Links (Short haul): 13, 15, 18, 23GHz	750.00 per 1MHz bandwidth	10
		Band F Microwave Links/Access: 26, 28, 32, 38 GHz	350.00 per 1MHz bandwidth	10

6C: SPECTRUM FEES FOR BROADCASTING NETWORKS

Type	Description	Initial license fees (USD)	Annual license fees per Tx (USD)	Duration of licence (years)
RB 1	MF/HF Radio Broadcasting transmitter (Tx)	-	1,000	3
RB 2	VHF FM Radio broadcasting transmitter providing signal coverage in Regional towns and surroundings with equal or less than 10 points of presence (<i>eirp equal to or more than 1 kW</i>)	-	1,000	3
RB 3	VHF FM Radio broadcasting transmitter providing signal coverage in Regional towns and surroundings with more than 10 point of presence (<i>eirp equal to or more than 1 kW</i>)	-	800	3
RB 4	VHF FM Radio broadcasting transmitter providing signal coverage in District towns and surroundings with equal or less than 20 points of presence (<i>eirp equal to or more than 1 kW</i>)	-	500	3
RB 5	VHF FM Radio broadcasting transmitter providing signal coverage in District towns and surroundings with more than 20 points of presence (<i>eirp equal to or more than 1 kW</i>)	-	200	3
RB 6	VHF FM Radio broadcasting transmitter – gap fillers (<i>eirp equal to or more than 100 W but less than 1 kW</i>)	-	100	3
RB 7	VHF FM Radio broadcasting transmitter providing signal coverage other than mentioned above (<i>transmitters installed in rural areas</i>)	-	50	3
TA 1	VHF/UHF Analogue television transmitters providing signal coverage in Regional towns and surroundings (<i>eirp equal to or more than 1 kW</i>). (Applicable to analogue transmitters before 2015)	-	2,000	5
TA 2	VHF/UHF Analogue television transmitters providing signal coverage in District towns and surroundings (<i>eirp equal to or more than 1 kW</i>). (Applicable to analogue transmitters before 2015)	-	1,000	5
TA 3	VHF/UHF Analogue television transmitters- Gap fillers transmitters (<i>eirp equal to or more than 100W but less than 1 kW</i>) (Applicable to analogue transmitters before 2015)	-	200	5

Electronic and Postal Communication (Licensing)

G.N. No. 430 (contd)

TA 4	VHF/UHF Analogue television transmitter providing signal coverage other than mentioned above (<i>transmitters installed in rural areas</i>) (Applicable to analogue transmitters before 2015)	-	100	5
TD 1	VHF/UHF digital Television transmitters providing signal coverage in Regional towns and surroundings with equal or less than 5 point of presence (<i>eirp equal to or more than 1 kW</i>) (Applicable to multiplex operators)	-	1,000	25
TD 2 12	VHF/UHF digital Television transmitters providing signal coverage in Regional towns and surroundings with more than 5 point of presence (<i>eirp equal to or more than 1 kW</i>) (Applicable to multiplex operators)	-	500	25
TD 3	VHF/UHF digital Television transmitters providing signal coverage in District towns and surroundings with equal or less than 20 point of presence (<i>eirp equal or more than 1 kW</i>) (Applicable to multiplex operators)	-	200	25
TD 4	VHF/UHF digital Television transmitters providing signal coverage in District towns and surroundings with more than 20 point of presence (<i>eirp equal to or more than 1 kW</i>) (Applicable to multiplex operators)	-	100	25
TD 5	VHF/UHF digital Television transmitters- gap fillers transmitters (<i>eirp equal to or more than 100 W but less than 1 kW</i>) (Applicable to multiplex operators)	-	50	25
TD 6	VHF/UHF digital television transmitters providing signal coverage other than that mentioned in RA11, and 13 (transmitter installed in rural areas) (Applicable to multiplex operators)	-	50	25

6 D: VSAT LICENCES

S/No.	Licence	Application Fee (USD)	Annual Fee (USD)	Duration of Licence (Years)
1.	Cross border –Dedicated V-SAT	200.00	1,500.00	1
2.	Cross border –Commercial V-SAT	200.00	3,000.00	1
3.	Domestic Private-Dedicated- V-SAT	200.00	500.00	1
4.	Domestic –Commercial - V-SAT	200.00	1,000.00	1
5.	V-SAT Terminal for Radio Determination Services	100.00	200.00	1
6.	V-SAT Terminal for Space Research related services	100.00	200.00	1

Electronic and Postal Communication (Licensing)

G.N. No. 430 (contd)

7.	V-SAT Terminal for Amateur Satellite Services	100.00	200.00	1
8.	Receive only V-SAT	100.00	Exempted	1

7. NUMBERING FEES

S/No	Numbering Resource	Registration Fees (USD)	Annual Maintenance Fees (USD)
1.	Utilized Number	NA	US D 0.20 per Utilized number
2.	Prefix for Networks (NDC & MNDC)	2,000.00	1,000.00
3.	National Signalling Point Codes (SPC)	2,000.00	1,000.00
4.	International Signalling Point Codes (ISPCs)	2,000.00	1,000.00
5.	Mobile Network Identification Codes (MNIC)	2,000.00	1,000.00
6.	Network Colour Codes (NCC)	2,000.00	1,000.00
7.	Data Network Identification Codes (DNICs)	2,000.00	1,000.00
8.	Corporate Services Network Access Numbers	2,000.00	1,000.00
9.	Carrier Selection/Pre-selection Codes	10,000.00	5,000.00
10.	Premium Rate Access Codes	2,000.00	5,000.00
11.	Special and Fixed Rate Access Codes	2,000.00	5,000.00
12.	VAS & Special Services Short Codes:		
	- Gold	5,000.00	3,000.00
	- Silver	4,000.00	3,000.00
	- Bronze	3,000.00	3,000.00
	- Ordinary	2,000.00	3,000.00

8. POSTAL AND COURIER SERVICE LICENCES

S/No.	Licence Categories	Application Fee (Tshs)	Initial Licence Fee (Tshs)	Royalty / Annual Fee (Tshs)	Duration of licence in Years
1.	Public Postal Operator	500,000	80,000,000	0.8% Gross Revenue	25
2.	International Courier	100,000	15,000,000	15,000,000	4
3.	East Africa Courier	50,000	5,000,000	5,000,000	3

Electronic and Postal Communication (Licensing)

G.N. No. 430 (contd)

4.	Domestic Courier	20,000	3,000,000	3,000,000	3
5.	Intra-City Courier	20,000	1,000,000	1,000,000	1
6.	Inter-City Couriers	10,000	500,000	500,000	1
7.	Inter-City Transporters	10,000	400,000	400,000	1

9. TYPE APPROVAL EQUIPMENT FEES

S/N	EXPLANATION	TSHS
1.	Terminal Equipment	
	1.1 Basic telephone sets	10,000.00
	1.2 Secretarial telephone sets	21,000.00
	1.3 Record/ Answering machines	21,000.00
	1.4 Teleprinters	30,000.00
	1.5 Facsimile	30,000.00
	1.6 Modems/Data Terminals	30,000.00
	1.7 Cordless Telephone	40,000.00
2.	Office Communication System (PABXs)	
	2.1 Up to 10 Extensions	46,000.00
	2.2 11 to 20 Extensions	66,000.00
	2.3 21 to 30 Extensions	100,000.00
	2.5 41 to 50 Extensions	150,000.00
	2.4 61 to 80 Extensions	200,000.00
	2.4 81 to 100 Extensions	250,000.00
	2.4 101 and above	300,000.00
3	Radio communication equipments	
	3.1 Amateur	12,000.00
	3.2 VHF/UHF Radio	41,000.00
	3.3 LF/MF/HF Radio	58,000.00
	3.4 Citizen Band Radio	10,000.00
	3.5 Land Mobile Cellular Telephone Sets	30,000.00
4.	Network Equipment	
	4.1 Public (Basic) Telecomms	US\$ 1000,00
	4.2 Land Mobile Cellular Telephone	US\$ 1000,00

10. CHANGE OF NAME AND SHAREHOLDERS

S/No.	Issue	Fees (USD)
1	Change of Name of Licensee/Station/Call Name	200
2	Change of Shareholding structure	200

SECOND SCHEDULE

(Made under regulation 31)

PERFORMANCE BANK GUARANTEE

To:
The Director General
Tanzania Communications Regulatory Authority
P. O. Box 474
DAR ES SALAAM

In consideration of the Tanzania Communications Regulatory Authority (hereinafter referred to as the "AUTHORITY") having agreed to grant Licences to M/sof P. O. Box (hereinafter referred to as "LICENSEE") to provide (hereinafter referred to as "Licensed Services") on the terms and conditions contained in the said Licences, which inter alia provides for production of a Bank Guarantee to the extent of USD (United States DollarsOnly) (GUARANTEED AMOUNT) for provision of the services by way of security for the due observance and performance of the terms and conditions of the said Licences.

1. We.....(indicate the name and address and other particulars of the BANK) (hereinafter referred to as "the Bank") at the request of the LICENSEE hereby irrevocably and unconditionally guarantee to pay the AUTHORITY a sum of USD(United States DollarsOnly) or any part of this guaranteed amount against any loss or damage caused to or suffered or would be caused to or suffered by the AUTHORITY by reason of any breach by the said LICENSEE of any of the terms and conditions contained in the said Licences.

2. We,("the BANK"), hereby undertake to pay the guaranteed or any part thereof due and payable under this guarantee without any demur, on a

written demand from the AUTHORITY stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the AUTHORITY by reason of breach by the said LICENSEE of any of the terms or conditions contained in the said Licences or by reason of the Licensee's failure to perform any of its obligations under the said Licences.

3. We,(“the BANK”), do hereby agree that the decision of the Authority as to whether the LICENSEE has failed to or neglected to perform or discharge his duties and obligations under the terms and conditions of the said Licences and as to the amount payable to the AUTHORITY by the Bank hereunder shall be final and binding on the Bank.

4. We,.....(“the BANK”), DO HEREBY DECLARE AND AGREE that:-

(a) the Guarantee herein contained shall remain in full force and effect up to -----
----, 20..... or shall expire on the date that the full GUARANTEED AMOUNT has been paid to the AUTHORITY under the terms and conditions of this guarantee;

(b) the AUTHORITY shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Licences or to extend time of performance of any obligations by the said LICENSEE from time to time or to postpone for any time or from time to time any of the powers exercisable by the AUTHORITY against the said LICENSEE and to forbear or to enforce any of the terms and conditions relating to the said Licences and we shall not be relieved from our liability by reason of any variation or extension being granted to the said LICENSEE or forbearance act or omission on the part of the AUTHORITY or any indulgence by the AUTHORITY to the said LICENSEE or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) any claim which we have against the LICENSEE shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of the AUTHORITY exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remain owing and outstanding.

5. We,(the BANK) undertake to pay the AUTHORITY the amount demanded within thirty days after receipt of the demand.

6. The guarantee is neither negotiable nor transferable, is restricted to the payment of the sum of money only and is limited to the GUARANTEED AMOUNT.

7. We,(the BANK) undertake not to revoke this Guarantee during its currency except with the previous consent in writing of the AUTHORITY.

8. This guarantee shall be governed by and construed in accordance with the laws of Tanzania.
Issued by:

..... (The BANK)

Name

Qualification:

Signature:

NOTE:

The amount to be specified in the performance bank guarantee shall be as follows:

- (a) National Network Facilities and Network Services Licence- USD 2,000,000
- (b) Support Services for Subscription Content Services-USD 100,000 (The amount to increase with growth of subscriber base)
- (c) Subscription Content Services minimum \$100.00 increasing depending on growth of subscriber base.

—————
THIRD SCHEDULE
—————

THE UNITED REPUBLIC OF TANZANIA

SIM CARD REGISTRATION FORM

(Made under Regulation 33)

Form Number:

- A. Customer Details: -
 - (1) Customer Name (Surname, Other Names)
 - (2) Gender (Male/Female)
 - (3) Date and Place of Birth
 - (a) dd/mm/yyyy and
 - (b) place
 - (4) Contact Address
 - (a) Residential or business
 - (i) Plot or House Number

- (ii) Street Name
- (iii) Postal Address (P. O. Box.), if any
- (iv) District or Region
- (v) Post code
- (b) Other Contact Address
 - (i) Employer physical address
 - (ii) Telephone number(s)
 - (iii) Email Address(es)
- (c) Occupation

(5) Identification

- (a) Identity Number(ID)
- (b) ID Issued by
- (c) Type of ID
 - (i) Passport
 - (ii) Work ID
 - (iii) Driver's Licence
 - (iv) Voter's ID
 - (v) Local Government Letter attached with a photograph
 - (vi) Others (mention)

B. SIM card Information

- (1) Customer Mobile Number
- (2) SIM Serial Number
- (3) IMEI/ESN

C. Acknowledgement

- (a) Acknowledgement Statement

I confirm to the best of my knowledge that the information provided above is true and I understand that I will be liable for the misuse of my SIM card and number
- (b) Date (dd/mm/yyyy)
- (c) Signature

D. Registering Agent Information

- (a) Attended by (Name)
- (b) Vendor Code
- (c) Company Name
- (d) Date (dd/mm/yyyy)
- (e) Signature
- (f) Location

NOTE: -

1. Service Provider should keep Original Copy and customer should be issued with evidence of registration
2. The Form should be in bilingual (Swahili and English)
3. The Original Copy should be attached with copy of photo ID related to information on section A.(5) above

Dar es Salaam
29th November, 2011

MAKAME M. MBARAWA
*Minister for Communication,
Science and Technology*