

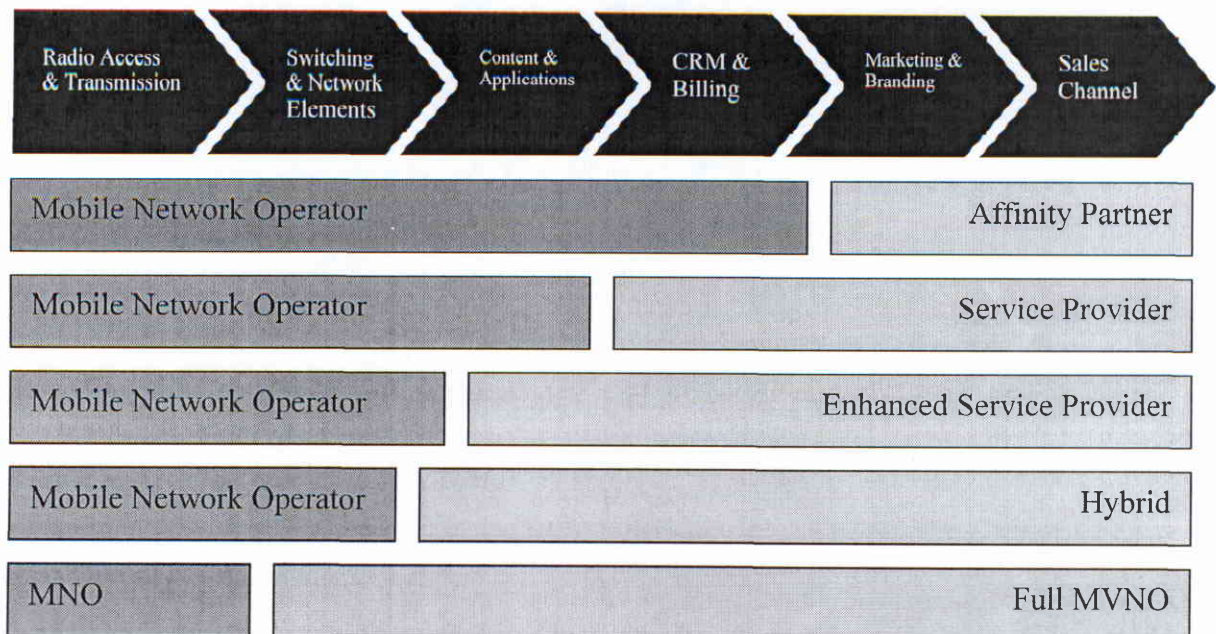
Framework for MVNO Services in Pakistan

Mobile Virtual Network Operator (MVNO) is an operator that does not own spectrum instead, MVNOs have commercial arrangements with conventional Mobile Network Operators (MNOs) to buy minutes of use (MoU) for sale to its own customers.

2. The Pakistan Telecommunication Authority allows Mobile Virtual Network Operator (MVNO) services in Pakistan in the light of clause 6.12 of Cellular Mobile Policy 2004. Mobile operators are also permitted to support MVNO services. The following terms and conditions shall apply to MVNO service operations in Pakistan:

2.1 Only a company registered with SECP shall be allowed to provide MVNO services in Pakistan.

2.2 The five MVNO models are shown below. The MNOs are allowed to make agreements with interested parties for MVNO operations for any one of the model and which shall be clearly highlighted in the agreement document.



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HEADQUARTERS F-5/1, ISLAMABAD.

2.3 The MNO that make commercial agreement for MVNO operation in Pakistan shall submit the same to the Authority for approval prior giving effect to this agreement. In addition to the commercial agreement, MVNO shall also submit application to the Authority for the award of MVNO Class License. The application shall include documents given in Appendix-A.

2.4 MVNO shall use its own brand name for the provision of services in Pakistan. For this purpose the Authority shall allocate separate number blocks to MNOs for use by its MVNO only. Further, each MVNO shall have separate number blocks on which it will sell its own SIM. However, for the number portability, MNOs shall be responsible who actually control the network infrastructure. In case an agreement is signed for Full MVNO model then the MNOs shall make sure that their concerned MVNOs make arrangements in MSC etc to enable number portability prior to commencement of services by the MVNO concerned.

2.5 MVNO shall be allowed to install certain network elements as agreed upon by the MNOs and as approved by the Authority. Further the agreement once approved by the Authority shall not be changed by the MNOs and MVNO without prior approval of the Authority.

2.6 QoS shall be the sole responsibility of MVNOs. Since MVNOs shall hold its own Brand name, market its own SIMs and install certain network elements, therefore, the MVNO must make sure that its users receive good quality of service as per benchmarks set by the Authority. In this respect the MVNO while signing agreements with a MNO should look into this aspect.

2.7 MNOs shall be responsible for the national security issues. In case the agreement between MNO and MVNO is signed for Full MVNO under which the MVNO will install own MSCs then the MVNO concerned shall make necessary arrangements for the national security matters.

2.8 The MVNO will hold the ownership of its own customers and will be responsible for

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HEADQUARTERS F-5/1, ISLAMABAD.

making necessary arrangement to facilitate them. The MVNO shall address the complaints of its own users and for this purpose shall establish at least one customer care centre in each city of its operation.

2.9 MVNO shall not be allowed to make roaming agreement with other local / national / International mobile networks. The MVNO shall provide roaming facilities to its customers as per roaming agreements made by its parent MNO.

2.10 MVNO shall be responsible for all payments due to PTA as per its license conditions. MVNO shall also be responsible for the conduct / action of its own subscribers, who shall also abide by the Act, Rules, Regulations promulgated by the Authority from time to time. MVNO shall be responsible for the resolution of billing or other disputes with its own customers as well as MNOs.

2.11 Once an MVNO commences its service, then the MNO shall provide service to MVNO without interruption. Also the MNOs shall not suspend/terminate services to MVNOs under the commercial agreement without prior approval of the Authority.

2.12 The MVNO Class License shall be issued for a period of agreement between MNO and MVNO or a valid term of his parent MNO or which ever is smaller. If the Authority for any valid reason terminates the license of Parent MNO, then the concerned MVNO class license shall automatically stand terminated.

2.13 This Framework may be reviewed by the Authority, form time to time, if the Authority deems it fit or circumstances so require.