

TANZANIA COMMUNICATIONS REGULATORY AUTHORITY ACT, 2003  
(No. 12 of 2003)

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REGULATIONS

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THE COMMUNICATIONS (LICENSING) REGULATIONS, 2005

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*Regulation*    *Title*

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TANZANIA COMMUNICATIONS REGULATORY AUTHORITY ACT, 2003

(No. 12 of 2003)

REGULATIONS

(Made under section 47(1))

THE TANZANIA COMMUNICATIONS (LICENSING) REGULATIONS, 2005

PART I  
PRELIMINARY PROVISIONS

- Citation                    **1.** These Regulations shall be cited as the Tanzania Communications Services (Licensing) Regulations 2005.
- Application                **2.** These Regulations shall apply to the following types of licences -  
(a) network facility licences;  
(b) network services licences;  
(c) application service licences;  
(d) content service licence;  
(e) postal and courier service licence; and  
(f) other licences as may be determined by the Authority.
- Interpretation            **3.** In these Regulations, unless the context otherwise requires-
- Act No 12  
of 2003                    “Act” means the Tanzania Communications Regulatory Authority Act, 2003;  
“Authority” means the Tanzania Communications Regulatory Authority established under the Act;  
“access” means the making available, by one person, of electronic communications services and/or electronic communications networks, or parts thereof, to another person, for the purpose of enabling the latter:  
(a) to construct, maintain and/or operate an electronic communications network; and  
(b) to provide an electronic communications service;  
“applications service” means a service provided by means of one or more network services but does not include such a service provided solely on the customer side of the network boundary;  
“applications service licence” means an electronic communications licence entitling the holder to provide one or more applications services;  
“applications service licensee” means a holder of an applications service licence;  
“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 applications service” means an applications service which also supplies content;
- “content applications service licence” means an electronic communications licence entitling the holder to provide one or more content applications services;
- “content applications service licensee” means a holder of a content applications service licence;
- “courier service licence” means the authorization to provide courier services;
- “electronic communication” means the emission, transmission or reception of sound, data, text, visual images, signals or a combination thereof, by means of wire, radio, optical, electromagnetic systems or any agency of a like nature;
- “*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;
- Act Nos 12 of 2003, 18 of 1993 and 6 of 1993 “licence” means a licence issued under the provisions of the Act, the Tanzania communications Act, 1993 or the Tanzania Broadcasting Services Act, 1993;
- “licensee” means an entity licensed by the Authority to provide any electronic communication, postal or courier 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 or unguided electromagnetic energy but does not include services provided solely on the customer side of the network boundary;
- “network service licence” means an electronic communications licence entitling the holder to provide one or more network services;
- “network service licensee” means a holder of a network service licence;
- “new licensee” means an entity licensed by the Authority to provide any electronic communication, postal or courier services under the Act and previous Acts;
- “new licence” means a licence issued under the Act and previous Acts;
- “old licensee” means an entity licensed by the Authority to provide any electronic communication, postal or courier services under the previous Acts;
- “old licence” means a licence issued under the previous Acts;
- Act Nos 18 of 1993 and 6 of 1993 “previous Acts” means the Broadcasting Services Act, 1993 and the Tanzania Communications Act, 1993;
- “royalty” means charges for a right of using a certain licensed service;
- “Minister” means the Minister responsible for communications or where the

context required, the Minister responsible for information.

## PART II ELIGIBILITY, REQUIREMENTS AND GRANT OF LICENCES

Eligibility for a licence

**4.** A person shall be eligible for postal, electronic communication or content services licences who-

- (a) in the case of telecommunication licence, a local shareholder possesses minimum of thirty five per cent of the shares;
- (b) in the case of content service licence, a local shareholder possesses a minimum of fifty one per cent of the shares; and
- (c) in the case of postal licence, a local shareholder possesses a minimum of thirty five per cent of the shares.

Application for licence

**5.-(1)** Any person who wishes to operate any electronic communication system or offer postal, courier, electronic communication or content service shall apply to the Authority for a licence.

(2) An applicant for a licence shall be required to submit the following documents:

- (a) a certificate of incorporation or registration;
- (b) business plan for the proposed services;
- (c) information on technical proposal for the services to be provided;
- (d) information on previous experience in the provision of the services; and
- (e) any other relevant information the Authority may require.

Physical address of a licensee

**6.-(1)** An applicant is required to have physical address in a place within the United Republic and shall provide the same to the Authority.

(2) A licensee shall not change physical address without prior written notice to the Authority.

Submission of manual of technical specifications

**7.-(1)** Subject to sub-regulation (2), an applicant for electronic communication licence shall be required to provide manual of technical specification of the electronic communication equipment intended to be used and any other information as required by the Authority.

(2) The applicant for electronic communication licence which uses frequency bands that are competitive shall be subjected to the following criteria:

- (a) track record;
- (b) technical and commercial solutions;
- (b) products and services to be offered; and
- (c) financial capability.

Additional requirements for network facilities

**8.** A holder of network facilities licence shall install, operate and manage the facilities within the United Republic of Tanzania.

Additional requirements for postal and courier services

**9.** In addition to the conditions provided for under Regulations 5 and 7, an applicant for postal and courier services shall submit the following information, namely-

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

Additional requirements for network service

**10.** (1) Any applicant for network service license shall, in addition to conditions provided for in sub-regulation (2) of Regulation 5, submit the following-

- (a) interoperability and compatibility of the system with other systems; and
- (b) availability of access to emergency services.

(2) The network services shall be operated and managed in the United Republic of Tanzania by a holder of network services licence.

Additional requirement for content service licence

**11.**(1) An applicant for content service licence shall, in addition to conditions provided for in sub-regulation (2) of Regulation 5, be required to submit-

- (a) programme line up; and
- (b) staff disposition establishment.

(2) In addition to comments received pursuant to regulation 13, the Authority shall seek a meeting or meetings with an applicant of content service licence in order to get clarification on any aspects of the application.

(3) Not less than half of the members of the Authority are required at the meeting.

Publication of notice of application.

**12.** Upon receipt of an application, the Authority shall publish a notice of the application in local newspapers inviting comments from the public.

Failure to submit documents of information

**13.** If an applicant fails to submit documents or information as required under this regulation the Authority shall not consider the application and the applicant shall be so informed in writing.

Dismissal of application

**14.**(1) The dismissal of an application pursuant to the provisions of these Regulations shall not prevent the applicant from resubmitting another application with the required information except where a tender process is involved.

(2) Resubmission of application shall be treated as a new application.

Granting of licence

**15.-(1)** On completion of verification process, the Authority shall notify the successful applicant and other unsuccessful applicants the results of the application and where a beauty contest process was used, publish the results in the local newspapers.

(2) The Authority shall invite the successful applicant for negotiations before finalizing the procedures for the granting of the licence.

(3) Where frequency requirements are involved the licensee shall make a separate application for a radio frequency user licence.

Requirements after granting licence

**16.-(1)** Notwithstanding the provisions of regulation 15 an applicant granted application service licence or network service licence by Authority shall not commence provision of the relevant services unless-

(a) is a holder of network services licence; or

(b) has entered into an agreement with a holder of network services licence to use the network for provision of application services; or

(c) is a holder of network facilities licence; or

(d) has entered into an agreement with a holder of network facilities licence to use the facilities for provision of network services.

(2) The agreement entered pursuant to sub-regulation (1) (a) and (b) shall be submitted to the Authority immediately after conclusion..

Licence fees

**17.-(1)** Where applicable the licensee shall pay to the Authority the fees as may be prescribed by the Authority and such fees shall include-

(a) an initial license fee payable before the license is issued;

(b) an annual fee of the amount specified in the First Schedule to these Regulations; and

(c) fee in respect of the assigned frequency, frequency bandwidth or radio communication station.

(2) The Authority may from time to time review the licence fee.

Duration of licence

**18.** The duration of the license shall be in accordance with the First Schedule to these Regulations.

### PART III CONDITIONS FOR THE PROVISION OF SERVICES

Renewal of licence

**19.** The Authority shall renew the license upon request by the licensee on substantially the same terms and conditions as those applicable to the licensee during the preceding licence period if the licensee has not been in material breach of the license conditions.

Interruption to the licensed services

**20.-(1)** The licensee shall not intentionally interrupt the operation of the licensed systems in the normal course of business, nor may in the normal course of business suspend the provision of any type of licensed service without having first notified the Authority in writing and having provided reasonable advance notice to person 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:

- (a) due to an emergency, an event of force majeure or to other circumstances beyond the licensee's control.
- (b) is to 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

**21.-(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 telecommunications services and telecommunication systems provided by other telecommunications operators;

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

Approval of installation

**22.** The Authority shall approve within thirty days the installation by the licensee of any equipment which complies with all international technical standards applicable to the licensed services and the licensed system, including without limitation, the switching and transmission standards set by the International Telecommunication Union and any other applicable regional and international standards.

Training

**23.** The licensee shall take all reasonable steps to train Tanzanian nationals to man positions at all levels in the licensee's administrative and technical organisation structure.

Privacy and confidentiality

**24.-(1)** The licensee shall use all reasonable endeavours to ensure the privacy and confidentiality of information and business secrets obtained in the course of its business from any person to whom it provides the licensed services by establishing and implementing reasonable procedures for maintaining confidentiality of such information subject to any requirement under law; and

(2) The licensee shall maintain sufficient information in its confidentiality procedures to satisfy the Authority, on request, that the requirements of condition 14.1 are being met.



Restriction to the use of apparatus	<p><b>25.-(1)</b> The licensee shall not use or allow to be used any apparatus comprised in the licensed systems which is capable of recording, silently monitoring, or intruding into live speech telephone calls unless it is in accordance with the requirement of the law.</p>
Accounting requirements	<p><b>26.-(1)</b> A new licensee shall submit to the Authority within six months after the issuance of the licence a proposal for an accounting system which allows the recording of investments, expenses and revenues in accordance with accounting principles generally accepted in the United Republic or as may be directed by the Authority;</p> <p>(2) Within three months of the end of each fiscal year of the licensee, the licensee shall deliver to the Authority the balance sheet of the licensee as at the end of such fiscal year and the related statements of operations, equity and cash flows of the licensee, in each case accompanied by a report thereon of independent auditors stating that such financial statements fairly present the financial position of the licensee at the dates indicated and were prepared in accordance with accounting principles generally accepted in the United Republic;</p> <p>(3) Without prejudice to the proceeding provisions, the Authority may require the licensee to submit other accounting information it may require in order to effectively supervise and enforce the terms of this licence and the licensee shall provide such information within a reasonable period of time except where it is not reasonably practicable to do so.</p>
Requirement to provide information	<p><b>27.- (1)</b> The licensee shall be required to 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.</p> <p>(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 supervise and enforce effectively the terms of the licence.</p> <p>(3) In making any request for information, the Authority shall ensure that no undue burden is imposed on the licensee in procuring and furnishing such information.</p>
Indemnity	<p><b>28.</b> The licensee shall indemnify the Authority against any claims of proceedings arising from any breach or failings on the part of the licensee.</p>
Safe measures	<p><b>29.</b> The 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 equipment or installation from such operations.</p>
Provision of services	<p><b>30.-(1)</b> The licensee shall provide services in accordance with the applicable recommendations of the International Telecommunication Union, other international standardisation bodies and any other relevant regulations.</p> <p>(2) The licensee shall be required to provide services within a maximum period of twelve months from the date of granting of the licence.</p>

Modification  
of licence

**31.-(1)** The Authority and the licensee shall agree in writing to modify a licence during the duration of the licence in either of the following ways-

- (a) by a licensee submitting to the Authority a written request for modification of licence and the request for modification shall be considered by the Authority to establish whether or not such request is contrary to the provisions of the Act or any Regulations made there under and shall respond to the licensee accordingly; or
- (b) by the Authority subject to the provisions of sub regulation (2).

(2) Prior to modifying the licence, the Authority shall issue a notice in writing, to the licensee stating the following-

- (a) the reasons for the proposed modifications;
- (b) the modification to the licence that the Authority proposes to make; and
- (c) the date by which the licensee shall respond, in writing to the proposed modifications at least being twenty eight days from the date on which the Authority serves the notice on the licensee.

(3) If the licensee does not respond in accordance with regulation 23 (2) (c) or if the licensee responds, but subsequently withdraws that response, the Authority may modify the licence as specified in the notice.

(4) Where the licensee responds in accordance with regulation 23 (2) (c) the Authority may either-

- (a) issue the licence modified in accordance with the notice;
- (b) issue the licence with modifications by incorporation of the licensee's response partially or wholly as it may deem fit; or
- (c) make no modifications to the licence.

Network or  
system  
modification

**32.-(1)** The licensee shall inform the Authority in advance of any substantive change or modification of the licensed network or system which will result in a substantial service interruption.

(2) The licensee shall ensure that any substantive change does not interfere with other existing communication network or system.

Transfer of  
licence

**33.-(1)** No licence shall be transferred to another person except with the prior consent of the Authority.

(2) If a licensee proposes to transfer a license, the licensee and the person to whom the licence is proposed to be transferred to, shall jointly submit a request in writing to the Authority for consent of the transfer.

(3) The transferor shall submit the request together with the transferee's documents to the Authority for consent of the transfer.

(4) Any application to transfer a licence shall be treated by the Authority in the same manner as a request for the issuance of a licence under these Regulations.

Transfer of shares	<p><b>34.</b> The majority shareholder licensee shall not transfer or alienate his shares or subcontract or assign any interest in his shares in the licence without the Authority's approval of the performance guarantee of the new majority shareholder</p>
Transfer or assignment or rights or obligations	<p><b>35.</b> The licensee shall not assign, transfer, dispose of, or in any manner alienate the license or any part thereof or the rights and obligations it has under the licence without the prior written consent of the Authority, subject however to the conditions that 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.</p>
Performance guarantee	<p><b>36.-(1)</b> The Authority may require the new licensee to furnish a performance bank guarantee or a performance bond and when the Authority so determines, the licensee shall comply with the performance bank guarantee or a performance bond requirement.</p> <p>(2) In any case where a performance bank guarantee or a performance bond is required, the licensee shall furnish the bank guarantee or performance bond in the form prescribed in the Second Schedule to these Regulations.</p> <p>(3) The performance bank guarantee or performance bond shall be furnished within fourteen days from the date of notification by the Authority of the requirement of the performance bank guarantee or a performance bond.</p>
Emergency services	<p><b>37.-(1)</b> The licensee shall provide free access to emergency services as defined in the National Numbering Scheme issued by the Authority or as may be directed by the Authority or the Minister.</p> <p>(2) The licensee may also 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.</p> <p>(3) The Minister responsible for information or any other person authorized by the Minister may by order under his hand, require any licence holder 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.</p> <p>(4) Where the Minister responsible for information 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 so delivered.</p>
Material breach	<p><b>38.</b> The following events shall constitute fundamental or material breach-</p> <p>(a) failure of a licensee to commence construction of the network within twelve months of the date of execution of the licence;</p> <p>(b) failure of a licensee to provide service to customers within</p>

- twelve months from the date of issuance of the licence;
- (c) continuous interruption of service for a consecutive or combined period of thirty days over any six months period provided that the interruption is not a result of *force majeure*;
- (d) bankruptcy or filing of any insolvency proceeding against the licensee or adjudication of the same in favour of creditors if such proceeding is filed against the licensee;
- (e) any proceeding or assignment of assets for the benefit of creditors, or any state of the licensee which may be considered as “insolvency” under any written law in force;
- (f) repetition or continuation of an event of infraction following written notice by Authority to cease operation or a combination of the events of infraction;
- (g) repeated failure of a licensee to pay licence fees as provided under these Regulations;
- (h) failure to comply with any other condition set out in the licence.
- (i) breach of joint venture contract by the majority shareholder which results into the dissolution of the joint venture or otherwise jeopardises the performance of the licensee; and
- (j) alienation of shares by majority shareholder without notification to and approval by the Authority and to the extent that the majority shareholder is reduced to a minority shareholder

#### PART IV GENERAL PROVISIONS

Fair trading

**39.-(1)** Without prejudice to the obligations imposed on a licensee, a licensee shall not whether in respect of the rate or other terms and conditions applied, show undue preference or unfair discrimination with respect to persons of any class or description as respects the provision of the licensed services.

(2) The licensee may be deemed to have shown such undue preference or unfair discrimination if it unfairly favours to a material extent, a business carried out by itself in relation to the provision of the licensed services so as to place at a significant competitive disadvantage other persons competing with that business.

(3) Any question relating to whether an act or omission done or course of conduct amounts to undue preference or unfair discrimination may be determined by the Authority.

Prohibition of cross subsidization

**40.** Any licensee who provides more than one type of licensed services shall be prohibited from unfairly subsidizing the provision of one type of service by revenues from other type of services.

Suspension or cancellation of licence

- 41.-(1)** The Authority may suspend or cancel a licence if-
- (a) the licensee is in material breach of licensee conditions provided for in regulation 16 or the provisions of Regulation 44 and has not remedied any such breach within thirty days of

- receiving notification of the breach from the Authority; or
  - (b) the licensee and the Authority have agreed in writing to terminate the licence; or
  - (c) the licensee terminates upon expiry of the term and is not renewed.
- (2) Prior to suspending or cancelling a licence the Authority shall issue a thirty days notice to the licensee requiring him to remedy the breach.
- (3) Where a licence is cancelled by the Authority, the licensee shall surrender the license to the Authority within fourteen days from the date of cancellation.

Events  
initiating  
investigation  
by the  
Authority  
upon the  
licensee

- 42.** The Authority shall commence an investigation concerning the licensee's performance when one of the following events occurs-
- (a) licensee's failure to comply with the construction, installation and or service requirements issued by the Authority;
  - (b) licensee's failure to comply with any of the performance obligations or targets set forth in these regulations;
  - (c) total or partial interruption of the licensed services for a continuous period of twelve hours;
  - (d) licensee's failure to comply with the service quality requirements as may have been stipulated in these regulations;
  - (e) when twenty five per cent or more of the customers of the licensed services express in writing that the services do not conform with the quality and or performance standards required under these regulations;
  - (f) when the licensee knowingly or negligently violates the confidentiality and secrecy provisions of these regulations;
  - (g) when the licensee modifies frequencies assigned to it by the Authority or uses frequencies not authorized or assigned by the Authority;
  - (h) when the licensee breaches any provisions of any other law issued by the Authority.

Fines

- 43.-(1)** Any licensee who contravenes any of the provisions of these Regulations commits an offence and upon conviction shall be liable to a fine not exceeding the equivalent in Tanzania shillings of United States dollars five hundred
- (2) The Authority shall give the licensee thirty days written notice with reasons of the intended fine, during which the licensee shall have an opportunity to make representations.
- (3) Where the Authority is satisfied that the licensee's reasons are not acceptable, it shall impose the fine or other sanction on the licensee.
- (4) With regard to imposition of any sanction, the Authority shall be guided by the Tanzania Communications Regulatory Authority Act, 1993 the Tanzania Communications Act, 1993 and the Broadcasting Services Act, 1993.

Sanctions

- 44.** 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 one;

some or all of the following sanctions-

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

Service of notice

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

Invalidity not to affect enforceability

**46.** Where one or more of the provision 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 with specific Regulations

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

Transitional Provisions

**48.**-(1 ) Notwithstanding the provisions of these regulations, all licences issued under the previous Acts shall remain in force in accordance with the terms and conditions of such licences.

(2) Any person who holds old licence that wishes its licence to continue in its existing form or migrate to the new licence shall notify the Authority.

- (3) In the event a notification is made for migration:
  - (i) the Authority shall issue one or more new licences to the holder of the old licence on terms and conditions that do not detract from the rights held by such licensee under its old licence and that do not confer on it any substantial rights that it did not have under its old licence;
  - (ii) any licence issued by the Authority to such old licensee shall be valid for a period the same as the unexpired portion of the old licence or full duration of the new licence whichever is longer;
  - (iii) the old licence shall, immediately upon the commencement of the new licence, cease to be valid and enforceable;
  - (iv) the old licensee shall be deemed to have waived its right to the continuation of its old licence and no compensation shall be due to it in this regard;
  - (v) the old licensee shall not be subjected to application and initial licence fees.

(4) In the event a notification is made for continuation with the old licence:

- (i) the old licensee shall be entitled to continue to operate the network and/or provide the service contemplated and authorised by that licence for the remainder of the term of that licence;
- (ii) the old licence shall expire at the end of the licence term specified in that licence, whereupon the old licensee shall be entitled to apply to the Authority for one or more new licences, but shall have no entitlement to be awarded any such new licence.

Revocation  
GN. No. 324  
of 2001

**49.** The Communications Operators (Licensing) Regulations 2001 are hereby revoked.

—————  
**FIRST SCHEDULE**  
 —————

**Licence categories and fees**  
 (Regulations 17 (1)(b) )

**1. NETWORK FACILITIES SERVICE**

Market Segments	Type of Facility	Application Fee (US \$)	Initial Licence Fee (US \$)	Royalty Fee Gross Annual Turnover (GAT)	Duration of Licence (Years)	Type of Licence
International	Earth Satellite Station, VSAT, Submarine cable, Switching Centres, Nodes and Servers and others.	10,000	200,000	0.8 of GAT	25	Individual
National	VSAT; Submarine cable, Microwave links; Fixed Links, Switching Centres, Laid cables; Fibre Optic, Exchange, Nodes, Servers, Towers, Ducts, Transmitters and Links and other	5,000	400,000	0.8 of GAT		Individual
Regional		1,000	~ 15,400 (400,000÷26)	0.8 of GAT		Individual
District		50	1,000	0.8 of GAT		Individual

**2. NETWORK SERVICES**

Market Segments	Type of Service	Application Fee (US \$)	Initial Licence Fee (US \$)	Royalty Fee Gross Annual Turnover (GAT)	Duration of Licence (Years)	Type of Licence
International	Electronic communications network operations (Voice and Data, Fixed and wireless networks, Broadcasting signal distribution networks	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 (600,000÷26)	0.8 of GAT		Individual
District		100	1,000	0.8 of GAT		Individual
Closed User Group Network Operators	National Data and Voice dedicated Networks	1,000	50,000	US \$ 1000 per VSAT	10	Class



**3. APPLICATION SERVICES**

Market Segments	Type of Service	Application Fee (US \$)	Initial Licence Fee (US \$)	Annual Fee (US \$)	Duration of Licence in Years	Type of Licence
International	International Space Segment Services (satellite segments), International submarine connectivity.	1,000	100,000	0.8% of GAT	10	Class
National	Internet Service, Pay Phone services, Internet Telephone (VoIP), Messaging services, Tracking Services, etc.	50	1,000	2,000	5	Class
Regional		20	50	100		Class
District		10	20	50		Class
Community (Education, Health, Agriculture, NGO's)		10	20			Class

**4. CONTENT SERVICES LICENCES  
(Authority to Broadcast)**

S/No.	Licence Segment	Application Fees	Initial Licence Fee (US \$)		Annual Fee (US \$)	Duration of Licence (Years)	Type of Licence
			PUBLIC	COMMERCIAL			
1.	National – Subscription TV BC	10,000		100,000	0.8% of GAT	5	Individual
2.	National – Free TV BC	1,000		4,000	4,000	5	Individual
3.	National – Free Sound BC	1,000	Exempt	2,000	2,000	3	Individual
4.	Regional– Subscription TV BC	500		2,000	10,000	5	Individual
5.	Regional Free TV BC	200		1,000	1,000	5	Individual
6.	Regional Free Sound BC	200		1,000	1,000	3	Individual
7.	District – subscription TV BC	100		500	500	5	Individual
8.	District – Free TV BC	20		200	200	5	Individual
9.	District – Free Radio BC	20		100	200	3	Individual
9.	Community – TV BC	10		100	100	3	Class
10.	Community Radio BC	10		100	100	3	Class
<b>Note:</b>	(i) Non Commercial (e.g. Religions groups) TV and Radio station shall pay 50% less of commercial broadcasters.						
	(ii) Change of name for TV and Radio station shall pay US \$ 500.00						
	(iii) License renewal fee is the same as initial license fee.						

**5. Installation and Maintenance, Importation and Distributions**

S/No.	Licence Name	Duration of Licence in Years	Application Fees (UD \$)		Annual Fees (UD \$)	
			Current	Proposed	Current	Proposed
1.	Installation and Maintenance	1	50	50	A 600 B 300	A 600 B 300
2.	Importation and Distribution	1	50	50	400	400

**6. Radio Frequency Spectrum Fees**

S/No.	Licence Name	Duration of Licence in Years	Application Fees	Annual Fees (US \$)
			(Tsh.)	
1.	Aircraft Station	10	10,000	80
2.	Ship Station	10	10,000	80
3.	Amateur Radio Station	10	10,000	10
4.	HF Radio Station	10	10,000	80
5.	VHF/UHF Radio Station	10	10,000	60
6.	VHF/UHF Radio with pair of	10	10,000	60
7.	VHF/UHF Radio repeater	10	10,000	80
8.	Citizen Cross Band Radio	10	10,000	50
9.	HF Cross border Radio Station	10	10,000	100
10.	Transportable Satellite	10	10,000	3,000
11.	Inmarsat type A	10	10,000	2,500
12.	Inmarsat type B	10	10,000	2,500
13.	Inmarsat type C	10	10,000	1,500
14.	Inmarsat type M	10	10,000	1,000
15.	Inmarsat type Mini M	10	10,000	500
16.	VAT Station	10	10,000	1,000
17.	Public Ground Earth Station	10	10,000	5,000
18.	Public Fixed Radio Station	10	10,000	
19.	First 100 or less Stations	10	10,000	70,000
20.	Additional 101 Station 300	10	10,000	60
21.	Additional 301 Station 500	10	10,000	50
22.	Additional 500 or more stations	10	10,000	40
23.	Fixed Microwave links/base Station	10	10,000	70
24.	Wireless Data Radio station	10	10,000	50
25.	Frequency user fee per Cellular zone First Band width less than 1MHz	10	10,000	200/25KHz of occupied bandwidth
26.	Additional Bandwidth of 1 MHz but 10	10	10,000	150/25KHz of occupied bandwidth
27.	Additional Bandwidth of more than 10 MHz	10	10,000	100/25KHz of occupied bandwidth
28.	Frequencies user fee for wireless Access (WILL)	10	10,000	150/200KHz of occupied bandwidth
29.	Additional Bandwidth of 20 MHz but 50 MHz	10	10,000	100/200KHz of occupied bandwidth

**7. Numbering Fees**

S/No.	Licence Name	Duration of Licence in Years	Registration Fees (US \$)	Annual Maintenance Fees
			Proposed	Proposed
1.	Subscriber Number	1	2,000	Customer base cost per subscriber (US\$ 20
2.	Prefixes for Network	1	2,000	Customer base cost per subscriber (US\$ 20
3.	Service Number	1	2,000	Customer base cost per subscriber (US\$ 20
4.	National Portable Number	1	2,000	Customer base cost per subscriber (US\$ 20
5.	International Signalling Point Codes (ISPCs)	1	2,000	Customer base cost per subscriber (US\$ 20
6.	Closed user Group of CODE	1	2,000	Customer base cost per subscriber (US\$ 20
7.	Global Title Operator Identifiers	1	2,000	Customer base cost per subscriber (US\$ 20
8.	MNC Operator Identifiers	1	2,000	Customer base cost per subscriber (US\$ 20
9.	NCC Operator Identifiers	1	2,000	Customer base cost per subscriber (US\$ 20
10.	Data Network Identification Codes (DNICs)	1	2,000	Customer base cost per subscriber (US\$ 20
11.	Frame Relay Network Identification codes	1	2,000	Customer base cost per subscriber (US\$ 20
12.	B-ISDN Numbering and Addressing	1	2,000	Customer base cost per subscriber (US\$ 20
13.	Domain Names and IP Addresses	1	2,000	Customer base cost per subscriber (US\$ 20
14.	Mobile Network Code	1	2,000	Customer base cost per subscriber (US\$ 20
15.	National Signalling Point Code (SPCs)	1	2,000	Customer base cost per subscriber (US\$ 20
16.	Network Colour Codes	1	2,000	Customer base cost per subscriber (US\$ 20
17.	SIM Headers	1	2,000	Customer base cost per subscriber (US\$ 20
18.	Service Numbers/Codes Levels 8 & 9	1	2,000	Customer base cost per subscriber (US\$ 20
19.	Carrier Selection and Codes	1	2,000	Customer base cost per subscriber (US\$ 20

**8. Postal Licence Fees**

S/No.	Licence Name	Duration	Application Fees		Initial Licence Fee		Royalty Fees	
			Current	Proposed	Current	Proposed	Current	Proposed
1.	Public Postal Operator	25	10,000	10,000	15m	15m	0.8% Gross revenue	0.8% Gross revenue
2.	International Courier	3	10,000	10,000	10m	10m	10m p.a	10m p.a
3.	International Inbound Courier/gent	3	10,000	10,000	2.5m	2.5m	2.5m p.a	2.5m p.a
4.	Domestic Courier	3	10,000	10,000	2m	2m	2.m p.a	2.m p.a
5.	Intra-City Courier	3	10,000	10,000	1m	1m	1 m p.a	1 m p.a
6.	Inter-City Courier	3	10,000	10,000	300,000	300,000	300,000	300,000

**SECOND SCHEDULE**

**Performance Bank Guarantee**

(Regulation 36 (2))

**To:**

The Director General  
The Tanzania Communications Regulatory Authority- TCRA

In consideration of the Tanzania Communications Regulatory Authority (hereinafter referred to as the “Authority”) having agreed to grant a Licence to;

M/s.....P. O. Box.....

(hereinafter referred to as “LICENSEE”) to ..... ((hereinafter referred to as “Licensed Services”) on the terms and conditions contained in the said Licence, which inter alia provides for production of a Bank Guarantee to the extent of US \$..... (.....in words) for provision of the service by way of security for the due observance and performance of the terms and conditions of the said Licence.

1. we.....(indicate the name and address and other particulars of the Bank) (hereinafter referred to as “the Bank”) at the request of the LINCENSEE hereby irrevocably and unconditionally guarantee to the Authority that the Licensee shall render all necessary and efficient services which may be required to be rendered by the LICENSEE in connection with and/or for the performance of the said Licence and further guarantee that the service which shall be provided by the LICENSEE under the said Licence, shall be actually performed in accordance with terms and conditions of the Licence to the satisfaction of the Authority.

2. We, .....( “the Bank”) hereby undertake to pay to the Authority an amount not exceeding US \$..... (.....in words) only 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 Licence.

3. We, .....( “the Bank”), in pursuance of the terms of the said Licence, absolutely, irrevocably and unconditionally guarantee as primary obligor and not merely as surety the payment of an amount of US \$..... (.....in words) to the Authority to secure due and faithful performance by the LICENSEE of all his/their obligations under the said Licence.

4. We, .....( “the Bank”), hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a 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 Licence or by reason of the Licensee’s failure to perform any of its obligations under the said Licence.

5. 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 as aforesaid and/or whether the service is free from deficiencies and defects and is in accordance with or not of the terms & conditions of the said Licence and as to the amount payable to the Authority by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that:

(a) the Guarantee herein contained shall remain in full force and effect for a period of .....(years) from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said Licence have been fully paid and its claims satisfied or discharged or till Authority satisfies that the terms and conditions of the said Licence have been fully and properly carried out by the said LICENSEE and accordingly discharged 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 Licence 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 Licence 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.

(d) This guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the LICENSEE.

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

Dar es Salaam,  
3<sup>rd</sup> September, 2005

MARK J. MWANDOSYA,  
*Minister for Communications and Transport*