

Annex A: Draft Rule

Standard and Special Conditions of Individual Licences Rule, 2011

1. Name of rule

- (1) This rule is the *Standard and Special Conditions of Individual Licences Rule, 2011*.

2. Preliminary

- (1) This Rule is made by NICTA pursuant to its powers and responsibilities under sections 55 and 218 of the *National Information and Communications Technology Act 2009*.
- (2) In accordance with subsection 6(1) of the *National Information and Communications Technology (Operator Licensing) Regulation 2010*, section 6 of that Regulation ceases to have effect as a consequence of this rulemaking.

3. Commencement

- (1) This Rule commences on the date on which its existence is notified in the National Gazette.

4. Interpretation

- (1) In this Rule, unless the contrary intention appears:

“Act” means the *National Information and Communications Technology Act 2009* and includes any regulation made under that Act;

“Business Telephone Number Directory” means a directory of telephone numbers that lists businesses or trade categories or is otherwise focused on commercial enterprises;

“Broadcast Coverage” means, in the case of a specified geographical area, the supply of a Broadcasting Service using terrestrial broadcasting and satellite facilities to a percentage of that specified geographic area;

“Call Drop-out Rate” means the same as the ‘probability of unsuccessful land cellular handover’ as defined in *ITU-T E.771 – Network Grade of Service Parameters and Target Values for Circuit Switched Public Land Mobile Services*;

“Certificate of Completion” means a certification given by NICTA to a licensee, in response to an application from a licensee, that the licensee has fulfilled a Network Coverage Obligation.

“Directory Assistance” means a service:

- (a) provided to a customer of a Service Provider to help that customer find the Public Number of another customer of the same or another Service Provider; and

- (b) provided by way of an operator or an automated voice response system or some other technology;

“Directory Information” means information identifying the name, connection and/or billing address, and Public Number of a Telecommunications Subscriber;

“Failure to connect due to congestion” means the same as ‘probability of end-to-end blocking’ as defined in *ITU-T E.771 – Network Grade of Service Parameters and Target Values for Circuit Switched Public Land Mobile Services*;

“Force Majeure Event” means:

- (a) a cyclone, storm, earthquake, volcanic eruption, tidal wave, landslide or other natural disaster; or
- (b) an act of public enemy, war (declared or undeclared), sabotage, blockage, revolution, riot, insurrection, civil commotion or any violent or threatening act; or
- (c) any other event which NICTA and a licensee agree in writing to be a Force Majeure Event for the purposes of section 6 of this Rule.

“Individual Licence” has the same meaning as in the Act but includes a licence issued under section 304 of the Act;

“National Maritime Radio Safety Service” means a service that enables the ship to shore communications and that is available 24 hours a day, seven days a week.

“Network Coverage” means coverage by a Network used to provide Public Cellular Mobile Services to a generally accepted commercial standard, being the ability to make and hold, or receive and hold, a mobile phone call from 90% of the locations in the Network Coverage Area for 90% of the time;

“Network Coverage Area” means an area centred upon the town, village, or locality specified in Schedules 4, 5, 6 or 7 in which it is generally recognised that at least 75% of the population of that town, village or locality are living;

“Network Coverage Obligation” means the obligations specified in section 3 of Schedule 3 to this Rule;

“Public Number” means an E-164 number specified in the National Numbering Plan;

“Public Number Directory” means a Residential Telephone Number Director or a Business Telephone Number Directory;

“Residential Telephone Number Directory” means a directory of telephone numbers that lists, in alphabetical order of the subscribers’ names, the Public Numbers and addresses of Telecommunications Subscribers who are Retail Customers;

“Rule” means the *Standard and Special Conditions of Individual Licences Rule, 2010*;

“Telecommunications Subscriber” means a customer of an Operator Licensee who is connected to a Network Service in Papua New Guinea;

“Unlisted Number” means a Public Number that is not published in any Public Number Directory;

“Working Day” means a full day that is not a Saturday, Sunday or a public holiday.

- (2) Each of the following terms used in this Rule has the meaning given to it by the Act:
 - Applications Licence

- Applications Licensee
- Broadcasting Service
- Communication
- Content Licence
- Content Licensee
- Emergency Services Number
- Existing Licence
- Existing Licensee
- Facility
- Facility Access Service
- Facility Right
- Interception
- ITU
- ITU-T recommendations
- National Numbering Plan
- Network
- Network Licence
- Network Licensee
- NICTA
- Regulations
- Retail customer
- Service Provider
- Succession Date

(3) Each of the following terms used in this Rule has the meaning given to it by the *National Information and Communications Technology (Operating Licensing) Regulation, 2010*:

- International Gateway
- International Gateway Service
- Public Cellular Mobile Service
- Public Cellular Service
- Space Service
- Switching Centre

5. Licence conditions

(1) All Individual Licences are subject to the standard terms and conditions specified in Schedule 1 to this Rule.

- (2) All Applications Licences that are Individual Licences are subject to the special terms and conditions specified in Schedule 2 to this Rule.
- (3) All Network Licences that are Individual Licences and that own, operate or maintain a Network that provides a Public Cellular Mobile Service are subject to the special terms and conditions specified in Schedule 3 to this Rule.
- (4) The Network Licence issued to Digicel (PNG) Limited is subject to the special terms and conditions specified in Schedule 8 to this Rule.
- (5) The Network Licence issued to Telikom PNG Limited is subject to the special terms and conditions specified in Schedule 9 to this Rule.
- (6) The Content Licences that authorise free television broadcasts, or subscription TV broadcast or radio broadcasts are subject to the special terms and conditions specified in Schedule 12 to this Rule.
- (7) All Network Licences that are Individual Licences and grant a Facilities Right for an International Gateway are subject to the special terms and conditions specified in Schedule 13 to this Rule.

6. Force majeure

- (1) A licensee shall not be liable for a breach of a condition of its licence arising under this Rule if the licensee is able to demonstrate to the satisfaction of NICTA that:
 - (a) the breach was caused by a Force Majeure Event; and
 - (b) the licensee has taken all reasonable steps open to it to rectify the circumstances that led to the breach of a licence condition.
- (2) Any failure by a licensee to provide Network Coverage or Broadcast Coverage due to a Force Majeure Event shall be disregarded when determining whether the licence holder is providing Network Coverage in a particular locality for the purposes of assessing compliance with a Network Coverage Obligation provided that the licensee takes steps to reinstate or repair the affected Facilities within a reasonable time after the loss or damage occurs.

Schedule 1: Standard terms and conditions of Individual Licences

1. Application

- (1) This Schedule applies to all Individual Licences.

2. Standard obligations

- (1) The licensee shall:
 - (a) Pay all applicable licence fees and levies when they fall due;
 - (b) Comply with:
 - (i) the Act, all applicable mandatory instruments and all other applicable laws of the Independent State of Papua New Guinea;
 - (ii) Any radiocommunications licence issued to the licensee;
 - (iii) Any reference interconnection offer given by the licensee and accepted by NICTA in accordance with sections 141 and 142 of the Act; and
 - (iv) The requirements of all relevant international conventions relating to ICT, including the ITU Convention and the recommendations made under that convention.
 - (c) Notify NICTA within 14 days of any:
 - (i) Change in the shareholding or beneficial ownership of the licensee of more than 10% in any one year or more than 25% as from the date of issue of the licence;
 - (ii) Joint ventures or consortia which the licensee enters into with any other individual licensee after the grant of the licence;
 - (iii) Restructuring or rationalisation of the licensee's corporate structure material to the operation of the licensee in relation to the individual licence;
 - (iv) Any change of the particulars of the licensee lodged with NICTA;
 - (d) Notify NICTA before any:
 - (i) transfer of shares which would result in the direct or indirect ownership of more than one quarter of the issued voting share capital of the licensee changing hands; and
 - (ii) change in the ownership of the licensee's issued voting share capital that would result in change to the composition of more than one quarter of the licensee's board of directors;
 - (e) Take all proper and adequate safety measures to safeguard life or property in respect of all apparatus, equipment and installations possess, operated, maintained or used under the licence, including exposure to any electrical emission or radiation emanating from the apparatus, equipment or installation so used;

- (f) Take all reasonable steps to ensure that the charging mechanisms used in connection with any of its facilities or services are accurate and reliable in all material aspects;
- (g) Indemnify NICTA against any claims or proceedings arising from any breaches or failings on the part of the licensee;
- (h) Advise NICTA at the earliest practicable time of any force majeure event that prevents the licensee from complying with all or any of its licence obligations, to the extent that the effects of such an event cannot be ameliorated or reduced in their impact by any action within the reasonable control or capacity of the licensee, and which will be used by the licensee as a reason for NICTA to excuse the non-compliance in whole or in part; and
- (i) Ensure it has a capability to allow the authorised Interception of Communications that are carried by any Network Service or facilitated by any Applications Service that is supplied by the licensee.

Schedule 2: Special terms and conditions of Applications Licences

1. Application

- (1) This Schedule applies to all Applications Licences that are Individual Licences.

2. Emergency call access

- (1) This section applies if the licensee supplies a voice telephony service to the public.
- (2) The licensee must provide access to an emergency call service that enables subscribers to, and users of, its voice telephony services to dial an Emergency Service Number and have a call connected, free of charge, to an appropriate emergency service organisation or other relevant body.

Schedule 3: Special Terms and Conditions for Network Licensees who provide Public Cellular Mobile Services

1. Application

- (1) This Schedule applies to all Network Licences that:
 - (a) are Individual Licences; and
 - (b) own, operate or maintain a Network; and
 - (c) use that Network for providing a Public Cellular Mobile Service.
- (2) If the licensee was:
 - (a) an Existing Licensee at the Succession Date that had transferred or assigned to another person, with the knowledge or consent of the Independent Consumer and Competition Commission, its rights under a Existing Licence that was a Public Mobile Licence issued by the Independent Consumer and Competition Commission; or
 - (b) an Existing Licensee at the Succession Date but did not have an Existing Licence that was a Public Mobile Licence issued by the Independent Consumer and Competition Commission; or
 - (c) not an Existing Licensee;then NICTA may, at any time, specify by written notice issued under this clause:
 - (a) the particular parts of this Schedule, if any, that do not apply to the licensee;
 - (b) the date from which this Schedule, or particular parts thereof, apply to the licensee; and
 - (c) dates by which the licensee must comply with this Schedule or particular parts thereof.

2. Minimum level of Network performance

- (1) The licensee must maintain a Call Drop-Out Rate of no more than 2%.
- (2) The licensee must maintain a rate of Call Failure due to Network Congestion of no more than 1%.
- (3) The licensee must maintain a rate of Network availability of least 99.99%.
- (4) In assessing the licensee's compliance with these Network performance requirements, the licensee's performance will be measured over the period of a calendar year.

3. Mandatory coverage areas

- (1) The licensee is required to provide Network Coverage:
 - (a) in each of the:
 - (i) main centres specified in Schedule 4;
 - (ii) mid-sized towns specified in Schedule 5;

- (iii) administrative district centres specified in Schedules 6; and
 - (iv) localities specified in Schedule 7
- (b) by the date or dates specified by NICTA with respect to the licensee for the purpose of this clause.
- (2) The licensee will not be in contravention with a Network Coverage Obligation in relation to a locality specified in Schedule 7 if, by the relevant date, it is providing Public Cellular Services through at least one base station within the locality for 90% of the time.
- (3) It is accepted that Network Coverage may not be possible in a small number of locations within a Network Coverage Area due to terrain limitations (black spots). Such locations will not be included when calculating Network Coverage.
- (4) A Network Coverage Obligation may only be fulfilled through a reliance on, or the sharing of, the Facilities of another Network Licensee if the area to be provided with Network Coverage is an area that is specified in either Schedule 6 or Schedule 7. If the licensee proposes to use the Facilities of another Network Licensee in the fulfilment of a Network Coverage Obligation, the first licensee must inform NICTA of the existence and scope of, and the parties to, that arrangement.
- (5) If the licensee considers it impracticable or inappropriate due to technical or other reasons to locate a base station Facility within or adjacent to any particular locality specified in Schedule 7, the licensee may nominate to NICTA an alternative location for a Facility to service either that locality or another locality within the same province as the locality specified in Schedule 7. Before the licensee may act upon its nominated alternative location, NICTA must consent to the licensee substituting a locality specified in Schedule 7 for an alternative locality.
- (6) The licensee will satisfy the requirements of subsection 3(5) of this Schedule if:
 - (a) it provides Network Coverage in that alternative locality; and
 - (b) the overall number of localities to which it is required to provide Network Coverage is not less than the number of localities specified in Schedule 7.
- (7) NICTA may, upon application by the licensee, issue the licensee with a Certificate of Completion to certify that the licensee has fulfilled a specific Network Coverage Obligation.
- (8) If the licensee is issued with a Certificate of Completion the licensee must nonetheless continue to provide Network Coverage in the areas that are the subject of the Network Coverage Obligations unless or until NICTA specifically authorises otherwise.
- (9) In the event that particular Facilities are subjected to repeated sabotage, vandalism or blockade which makes it impossible or unsafe for the licence holder to use and maintain those Facilities for protracted periods, the licence holder may, with NICTA's consent, close down or relocate those Facilities without being in breach of a Network Coverage Obligation.

4. Performance bond

- (1) For the purposes of this section, the date on which NICTA issues the licensee with a Network Licence is the Date of Grant.
- (2) If NICTA has not issued the licensee with a Certificate of Completion in relation to all

applicable Network Coverage Obligations as of the Date of Grant, then the licensee must, within three months of the Date of Grant, establish a bank guarantee for the purpose providing NICTA with a surety for the licensee's fulfilment of its Network Coverage Obligations by the relevant dates.

- (3) The licensee must maintain a valid bank guarantee until it has been issued with Certificates of Completion in relation to all of applicable Network Coverage Obligations.
- (4) The bank guarantee must initially be for an amount of PGK15,000,000.00.
- (5) If NICTA has issued the licensee with a Certificate of Completion in relation to the licensee's Network Coverage Obligations with respect to the main centres specified in Schedule 4, then the bank guarantee may be reduced to PGK10,000,000.00.
- (6) If NICTA has issued the licensee with a Certificate of Completion in relation to the licensee's Network Coverage Obligations with respect to the mid-sized towns specified in Schedule 5, then the bank guarantee may be reduced to PGK7,500,000.00.
- (7) If NICTA has issued the licensee with a Certificate of Completion in relation to the licensee's Network Coverage Obligations with respect to the administrative district centres specified in Schedules 6, then the bank guarantee may be reduced to PGK5,000,000.00.
- (8) If NICTA has issued the licensee with a Certificate of Completion in relation to the licensee's Network Coverage Obligations with respect the localities specified in Schedule 7, then the bank guarantee may be reduced to zero and cancelled.
- (9) In the event that the licensee does not fulfil a Network Coverage Obligation by the specified date, NICTA may call in all or part of the bank guarantee.

5. Network fault repair

- (1) The licensee must repair 95% of Network faults occurring in the main centres specified in Schedule 4 within 6 hours of the fault being identified by, or reported to, the licensee.
- (2) The licensee must repair 95% of Network faults occurring in the mid-sized centres specified in Schedule 5 within 24 hours of the fault being identified by, or reported to, the licensee.
- (3) The licensee must repair 95% of Network faults occurring in the administrative districts specified in Schedule 36 within 2 working days of the fault being identified by, or reported to, the licensee.
- (4) The licensee must repair 95% of Network faults occurring in the small population centres specified in Schedule 7 within 3 working days of the fault being identified by, or reported to, the licensee.
- (5) In assessing the licensee's compliance with these fault repair timeframes, the licensee's performance will be measured over the period of a calendar year.

Schedule 4: Main centres of Papua New Guinea

Reference Number	Province	Main Centre
1	National Capital District	Port Moresby
2	Morobe	Lae
3	Western Highlands	Mount Hagen
4	Eastern Highlands	Goroka
5	Madang	Madang
6	East Sepik	Wewak
7	West New Britain	Kimbe
8	East New Britain	Kokopo

Schedule 5: Mid-sized centres of Papua New Guinea

Reference Number	Province	Mid-sized centre
1	Western	Kiunga
2	Western	Daru
3	Gulf	Kerema
4	Milne Bay	Alotau
5	Oro(Northern)	Popondetta
6	Southern Highlands	Mendi
7	Enga	Wabag
8	Chimbu	Kundiawa
9	Eastern Highlands	Kainantu
10	Morobe	Wau/Bulolo
11	Saundaun (West Sepik)	Vanimo
12	Manus	Lorengau
13	New Ireland	Kavieng
14	Autonomous Region of Bougainville	Buka

Schedule 6: Administrative district centres of Papua New Guinea

Reference Number	Province	District Centre
1	Autonomous Region of Bougainville	Arawa
2		Buin
3	East New Britain	Vunadirdir
4		Rabaul
5		Pomio
6	Manus	Lorengau
7	West New Britain	Kandrian
8		Talasea
9	New Ireland	Taskul
10		Namatanai
11	Chimbu	Chuave
12		Gumine
13		Karimui
14		Kerowagi
15		Gembogl
16		Sinasina
17	Eastern Highlands	Daulo
18		Bena
19		Henganofi
20		Ungai
21		Lufa
22		Obura
23	Okapa	
24	Enga	Kandep
25		Kompiam
26		Laiagam
27		Wapenamanda
28	Porgera	
29	Southern Highlands	Ialibu
30		Imbongu
31		Kagua
32		Magarima
33		Tari
34		Kutubu
35		Nipa
36		Pangia
37	Western Highlands	Minj
38		Banz
39		Jimi
40		Baiyer
41		Tambul
42		Anglimp
43	Kotna	
44	East Sepik	Ambunti
45		Drekirkir
46		Angoram
47		Maprik
48		Wosera
49		Sausia
50		Yangoru
51	Madang	Bogia

52		Middle Ramu
53		Rai Coast
54		Sumkar
55		Usino Bundi
56	Saundaun (West Sepik)	Aitape
57		Lumi
58		Nuku
59		Telefomin
60	Morobe	Bulolo
61		Gagidu (Finschafen)
62		Huon
63		Kabwum
64		Sialum (Tewae)
65		Mutzing (Markham)
66		Menyamyua
67		Boana (Nawae)
68	Central	Kupiano
69		Tapini
70		Bereina
71		Abau
72		Hiri
73	Kwikila	
74	Gulf Province	Malalaua
75		Kaintiba
76		Kikori
77		Ihu
78		Baimuru
79	Milne Bay	Bwanabwana
80		Losuia
81		Esa'ala
82	Oro (Northern)Oro	Tufi
83		Afore
84		Kokoda
85	Western Province	Balimo
86		Lake Murray
87		Tabubil

Schedule 7: Small centres of Papua New Guinea

Ref. No.	Province	District	LLG/Ward	Small Centre	
1	Autonomous Region of Bougainville	Central Bougainville	Wakunai	Wakunai	
2		North Bougainville	Buin	Tinputz	
3		South Bougainville	Siwai	Torikina	
4	East New Britain	Gazelle	Central Gazelle Rural	Kerevat Township	
5		Kokopo	Bitapaka Rural	Ulaveo	
6		Pomio		Sinivit Rural	Warongoi Dam
7				West Pomio / Mamusi Rural	Kembubu
8		Rabaul	Balanataman Rural	Watom	
9	Manus	Manus	Aua-Wuvulu Rural	Lombrum (Naval Base)	
10			Pobuma Rural	Bundrahei / Sabondralis	
11	West New Britain	Kandrian-Gloucester	Kove/Kalai Rural	Akivilik	
12		Talasea	Bialla Rural	Bialla station	
13			Mosa Rural	Bugal	
14	New Ireland	Kavieng	Lavongai Rural	Meteselen	
15			Tikana Rural	Lemakot	
16		Namatanai	Nimamar Rural	Mahur	
17				Kuanie (Lihir Gold mine)	
18	East Sepik	Ambunti Dreikikir	Ambunti Rural	Avatip	
19		Angoram	Angoram / Middle Sepik	Gavien Settlement 1	
20		Maprik		Albiges Mamblep Rural	Ningalim
21				Yamil Tamui Rural	Yenigo
22		Wewak		But / Boiken Rural	Dogur (Dagua)
23				Wewak Rural	Passam station
24			Wosera Gai	North Wosera Rural	Sarikum
25		Yagoru Sausia	Numbo Rural	Kubalia station	
26			West Yagoru Rural	Bebandu	
27	Madang	Bogia	Almami Rural	Malala station	
28		Middle Ramu	Simbai Rural	Simbai Station	
29			Arabaka Rural	Aiome station	
30		Rai Coast	Naho Rawa Rural	Tauta station	
31		Sumkar	Sumgilbar Rural	Talidik	
32		Usino Bundi	Bundi Rural	Brahman station	
33			Usino Rural	Ramu (sugar factory)	
34	Saundau (West Sepik)	Aitape-Lumi	East Wapei Rural	Tabale	
35		Nuku	Maimai / Wanwan Rural	Mukili Station	
36			Yankok Rural	Auguganak Station	
37		Telefomin	Oksapmin Rural	Oksapmin Station	
38			Yapsie Rural	Yapsie Station	
39		Vanimo – Green River	Amanab Rural	Amanab Station	
40			Bewani / Wutung Onei Rural	Bewani Station	
41	Morobe	Bulolo	Watut Rural	Watut Station	
42		Finschaffan	Hube Rural	Pindiu Station	
43		Huon Gulf	Wampar Rural	Huon District Office	
44		Kabwum	Seko Rural	Kabwum Station	
45		Markham	Umi / Atzera Rural	Mutzing Station	
46		Menyama	Aseki Rural	Aseki Station	
47		Nawae	Labuta Rural	Labuta Station	
48			Napak Rural	Boana Station	
49		Tewai-Siassi	Sialum River	Kanome Station	
50				Sialim Station	
51			Siassi Rural	Lablab Station	

52	Chimbu	Chuave	Elimbari Rural	Giru
53		Gumine	Gumine Rural	Dirima station
54		Karimui-Nomane	Nomane Rural	Nomane station
55		Kerowagi	Kerowagi Rural	Kewamugl (school)
56			Kup Rural	Kup
57		Kundiawa	Mitnande Rural	Kugulkane 2
58		Sinasina-Yonggomugl	Tabare Rural	Koge
59			Yongomugul Rural	Molg
60		Eastern Highlands	Daulo	Asaro/Watabung Rural
61				Watabung Station
62	Henganofi		Henganofi Rural	Kombri
63	Kainantu		Kainantu Rural	Yonki Power Dam
64				Aiyura station
65	Lufa		Lufa Rural	Kotomi
66	Obura-Wonenara		Marawaka Rural	Marawaka station
67	Okapa		Okapa Rural	Tarabo station
68	Unggai-Bena		Unggai-Bena Rural	Kabiufa
69			Bena Rural	Kapakamarigi station
70	Enga	Kandep	Kandep Rural	Kokas
71		Kompiani-Ambum	Ambum Rural	Par
72			Kompiani Rural	Pomanda
73		Laigam-Porgera	Lagaip	Surunki station
74			Maip/Mulitaka Rural	Muritaka
75			Porgera Rural	Paiyala station
76		Wabag	Wabag Rural	Birip
77		Wapenamanda	Wapenamanda Rural	Tsak Valley
78	Western Highlands	Angalimp	Anglrimp Rural	Kindeng tea plantation
79			South Wahgi Rural	Kudjip Hospital
80		Baiyer-Mul	Baiyer Rural	Tinsly Health centre / station
81				Baiyer station and Zoo
82		Dei	Dei Rural	Gumanch 1&2 tea planation
83				Muglamp station
84		Hagen	Mt Hagen Rural	Baisu (CIS, PLanation)
85		Jimi	Jimi Rural	Maipka/Kol Station
86		North Wahgi	North Wahgi Rural	Kimil tea and coffee planation
87			Nondugl Rural	Nondugl (PNGDF base)
88	Tambul Nebilyer	Nebilyer Rural	Pabarbuk Mission station	
89	Southern Highlands	lalibu-Pangia	Kewabi Rural	Tindua
90		Imbonggu	Imbongu Rural	Kisenapoi
91		Kagua-Erave	Erave Rural	Erave station
92		Komo-Magarima	Hulia Rural	Dauli teachers college
93			Komo Rural	Komo station
94		Koroba-L/Kopiago	Lake Kopiago Rural	Kopiago station
95		Mendi	Lower Mendi Rural	Buiyebi (CIS station)
96			Lai Valley Rural	Kema
97		Nipa-Kutubu	Lake Kutubu Rural	Harigapo
98			Poroma Rural	Poroma Station
99	Central	Abau	Amazon Bay Rural	Magarida – Health centre
100			Aroma Rural	Maopa
101		Goilala	Tapini Rural	Woitape
102			Woitape Rural	Tolokuma Gold Mine
103		Kairuku	Mekeo-Kuni Rural	Waima station
104			Kairuku Rural	W15-Pinu
105		Hiri	Hiri Rural	W1-Porebada

106			Koiari Rural	Sogeri station
107		Rigo	Rigo Central Rural	Boregaina
108			Rigo Rural	Hula
109	Gulf	Kerema	Central Kerema Rural	Karama
110			East Kerema Rural	Heavala
111		Kikori		Lese
112			Ihu Rural	Harevavo
113	Milne Bay	Alotau	Huhu Rural	Harevavo
114		Esa'ala	West Ferguson Rural	Morima station
115		Kiriwina Goodenough	Kiriwina Rural	Losuia Station
116		Samarai-Murua	Louisiade Rural	Misima (Gold mine)
117	Western	Middle Fly	Lake Murray Rural	Mepu
118		North Fly	Kiunga Rural	Kiunga station
119	Oro	Ijivitari	Oro Bay Rural	Oro Bay
120	(Northern)	Sohe	Higaturu	Higaturu (oil palm)

Schedule 8: Special terms and conditions applicable to Digicel (PNG) Limited

1. Application

- (1) This Schedule applies to a Network Licence that:
 - (a) is an Individual Licence; and
 - (b) is issued to Digicel (PNG) Limited.

2. Continuation of special licence fee

- (1) The licensee shall continue to make the annual instalment payments as specified in clause 23.3 of its Existing Licence, being a Public Mobile Licence issued by the Independent Consumer and Competition Commission, until the total amount to be paid as specified in that clause has been paid in full no later than 17 October 2016.
- (2) These payments are independent of, and in no way related to, the licensee's obligations under other legislation to pay annual licence or other fees to NICTA.

Schedule 9: Special terms and conditions applicable to Telikom PNG Limited

1. Application

- (1) This Schedule applies to a Network Licence that:
 - (a) is an Individual Licence; and
 - (b) is issued to Telikom PNG Limited.
- (2) For the avoidance of doubt the licensee's Network Licence permits it to provide a Public Cellular Mobile Service and a Public Cellular Service and, if it decides to provide such services, the licensee will also be subject to Schedule 3 of this Rule.

2. Minimum level of Network performance

- (1) The licensee must maintain a rate of Network availability of least 99.9%.
- (2) In assessing the licensee's compliance with these Network performance requirements, the licensee's performance will be measured over the period of a calendar year.

3. Maximum timeframes for the connection of new services

- (1) This section applies to the licensee's supply of fixed voice telephony services.
- (2) The licensee must complete at least 95% of all requests for a new service connection with the specified maximum connection period.
- (3) The maximum connection period for a premises in:
 - (a) a locality mentioned in Schedule 10 or 11 and at which there is an existing fixed line connection that remains intact and usable is three Working Days;
 - (b) a locality mentioned in Schedule 10 is five Working Days; and
 - (c) a locality mentioned in Schedule 11 is ten Working Days;
- (4) In assessing the licensee's compliance with this section, the licensee's performance will be measured over the period of a calendar year.

4. Maximum timeframes for repair of Network faults

- (1) This section applies to the licensee's supply of fixed voice telephony services.
- (2) The licensee must repair at least 95% of Network faults within the specified maximum repair time.
- (3) The maximum repair period for a fault occurring in:
 - (a) an exchange area in a locality specified in Schedule 10 is four working days; and

- (b) an exchange area in a locality specified in Schedule 11 is seven Working Days.
- (4) In assessing the licensee's compliance with this section, the licensee's performance will be measured over the period of a calendar year.

4. Publication of a public number directory

- 1) The licensee must produce a Residential Telephone Number Directory:
 - (a) in the format of a printed and bound book;
 - (b) annually;
 - (c) on substantially the same basis as the licensee produced a telephone directory in 2009; and
 - (d) that lists Directory Information for Telecommunications Subscribers, including those subscribers who are customers of a Service Provider other than the licensee but excluding those Telecommunications Subscribers who have requested an Unlisted Number.
- 2) The licensee must not include in any Public Number Directory any Directory Information corresponding to a Public Number that the associated Telecommunications Subscriber has requested be an Unlisted Number.
- 3) The licensee must arrange to distribute, free of charge to the recipients, printed copies of the Residential Telephone Number Directory to its own customers and to the customers of other Service Providers that supply public telecommunications services.
- 4) The licensee must not charge a Telecommunications Subscriber for a standard entry in a Residential Telephone Number Directory. A standard entry must as a minimum comprises of:
 - (a) the name and address of the Telecommunications Subscriber; and
 - (b) one Public Number, which is either a geographic number or a mobile number that has been issued to the Telecommunications Subscriber.
- 5) The licensee must not charge a Telecommunications Subscriber for having an Unlisted Number.
- 6) The licensee must provide entries in a Residential Telephone Number Directory for the Telecommunications Subscribers of another Service Provider on terms and conditions that are no less favourable than those for a customer of the licensee.
- 7) The licensee may not promote any of its goods and services that are unrelated to the production of a Public Number Directory during any contact for purposes related to the production of a Public Number Directory that the licensee may have with a Telecommunications Subscriber of another Service Provider.

5. Continued provision of certain services

- 1) The licensee must comply with this section, and provide the services mentioned in this section, on substantially the same basis, terms and conditions as the licensee

provided and maintained those services in 2009.

- 2) The licensee must provide a Directory Assistance Service that is accessible via telephone by all Telecommunications Subscribers, regardless of which Network Licensee's public telecommunications Network the subscriber is connected to.
- 3) The licence holder must maintain, provide and operate a National Maritime Radio Safety Service.

Schedule 10: Telikom's manned exchanges

Ref. No.	Exchange
1	Alotau
2	Boroko
3	Buka
4	Bwagaoia
5	Daru
6	Ela Beach
7	Gerehu
8	Goroka
9	Hagen
10	Kavieng
11	Kerema
12	Kikori/Baimuru
13	Kimbe
14	Kiunga
15	Kokopo
16	Kundiawa
17	Lae
18	Lihir
19	Lorengau
20	Madang
21	Mendi
22	Popondetta
23	Tabubil
24	Tomavatur
25	Vanimu
26	Waigani
27	Wewak

Schedule 11: Telikom's unmanned exchanges

Ref. No.	Exchange	Ref. No.	Exchange
1	Aitape	21	Mosa
2	Ambunti	22	Mutzin/Kaiapit
3	Angrom	23	Nagada
4	Banz	24	Namatanai
5	Bialla	25	Nazab
6	Bogia	26	Paiam
7	Bomana	27	Rabaul
8	Bubia	28	Samarai
9	Bulolo	29	Taraka
10	Buluma	30	Tari
11	Finschaffan	31	Tokua
12	Gusap	32	Toleap
13	Hoskins	33	Ukarumpa
14	Ialibu	34	Wabag
15	Kagamuga	35	Wapanamanda
16	Kandrain	36	Warangoi
17	Kikori/Baimuru	37	Wau
18	Kupiano	38	Yonki
19	Maprik	39	Younguru
20	Minj		

Schedule 12: Special terms and conditions applicable to Content Licences that authorise free television broadcasts, subscription TV broadcast or radio broadcasts

1. Application

- (1) This Schedule applies to a Content Licence that:
 - (a) is an Individual Licence; and
 - (b) relates to the supply of a broadcast service that is either a free television broadcast service, or subscription TV broadcast or a radio broadcast service.
- (2) If the licensee was not an Existing Licensee on the Succession Date, then NICTA may, at any time, specify by written notice issued under this clause:
 - (a) the particular parts of this Schedule, if any, that do not apply to the licensee;
 - (b) the date from which this Schedule, or particular parts thereof, apply to the licensee; and
 - (c) dates by which the licensee must comply with this Schedule or particular parts thereof.

2. Mandatory broadcast coverage areas—national market segment

- (1) If the licensee is authorised under the terms of its Content Licence to broadcast in the national market segment, then the licensee is required to provide Broadcast Coverage in each of the main centres specified in Schedule 4 and each of the mid-sized towns specified in Schedule 5 by 31 December 2012 or any alternative date or dates specified by NICTA with respect to the licensee for the purpose of this clause.
- (2) The licensee must progressively extend its Broadcast Coverage to the administrative district centres specified in Schedule 6 so that it provides Broadcast Coverage to:
 - (a) at least 21 of the administrative district centres specified in Schedule 6 by 31 December 2014; and
 - (b) at least 43 of the administrative district centres specified in Schedule 6 by 31 December 2016.

3. Mandatory broadcast coverage areas—provincial market segment

- (1) If the licensee is authorised under the terms of its Content Licence to broadcast in the provincial market segment only, then the licensee must provide Broadcast Coverage to the Provincial Capital and the mid-sized centres of that respective province as per Schedules 4 and 5 within six months of the grant of the Content Licence.
- (2) The licensee must progressively extend its Broadcast Coverage to the administrative district centres of the province or provinces for which it is licensed so that it provides Broadcast Coverage to:
 - (a) at least half of the administrative district centres in the relevant province or provinces as per Schedule 6 within five years of the grant of the licence; and

- (b) all of the administrative district centres in the relevant province or provinces as per Schedule 6 within 10 years of the grant of the licence.

4. *Mandatory broadcast coverage areas—district market segment*

- (1) If the licensee is authorised under the terms of its Content Licence to broadcast in the district market segment only, then the licensee must provide Broadcast Coverage to the districts centre or centres specified in the relevant district as per Schedule 6 within six months of the grant of the licence.

5. *Maintenance for mandatory Broadcast Coverage*

- (1) The licensee must continue to provide Broadcast Coverage in the areas required by the terms of its licence until NICTA specifically authorises otherwise.

Schedule 13: Special terms and conditions for international gateway operators

1. Application

- (1) This Schedule applies to a Network Licence that:
 - (a) is an Individual Licence; and
 - (b) grants a facilities right for an international gateway.

2. Efficient routing of domestic traffic

- (1) The licensee must ensure that all traffic that originates on its Network in Papua New Guinea and which is intended to be terminated in Papua New Guinea is not routed through a Switching Centre or other facility that is located in a country other than Papua New Guinea.

3. Efficient routing of domestic traffic

- (1) The license must ensure it has a capability to allow the authorised Interception of Communications that are carried by a Network Service that is supplied by the licensee.

4. Satellite-based international connectivity

- (1) If the licensee's International Gateway is part of a Space Service, then:
 - (a) the licensee's Facilities Rights extend only to Facilities that are used to supply a Space Service;
 - (b) the licensee is authorised to supply a Facility Access Service only to the extent that the Facility Access Service is used in the supply of a Space Service; and
 - (c) the licensee may only supply a Network Service that is an International Gateway service if it is supplied as part of the Space Service.