

# ***Standard and Special Conditions of Individual Licences Rule, 2023***

## **1. Name of rule**

- (1) This rule is the *Standard and Special Conditions of Individual Licences Rule, 2023*.

## **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 it is notified in the National Gazette.
- (2) That date shall be the Commencement Date.

## **4. Interpretation**

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

“Act” means the *National Information and Communications Technology Act, 2009* and includes any regulations 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 or 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 in relation to specific localities mentioned in Schedule, 8, 9, 10 or 11

“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;

“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 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 8, 9, 10 or 11 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 2 of Schedule 5 to this Rule, in section 2 of Schedule 6 to this Rule, and in section 2 of Schedule 7 to this Rule, as appropriate;

“Network Fault Repair” means the repair of a network fault to restore service to end users of that network, or the restoration of such services by other means;

“Rule” means the *Standard and Special Conditions of Individual Licences Rule, 2023*;

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

“Unpublished Number” means a Public Number that is not published in any Public Number Directory or made available via any Public Number Directory Service;

“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
- Declared Service
- Emergency Services Number
- Existing Licence
- Existing Licensee
- Facility
- Facility Access Service
- Facility Right
- Individual Licensee
- 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, irrespective of the date on which they were issued, 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 issued to Licensees who 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) All Network Licences that are Individual Licences and issued to Licensees who own, operate or maintain a Network that provides a Public Fixed Network Service are subject to the special terms and conditions specified in Schedule 4 to this Rule.
- (5) The Network Licence issued to Telikom Limited is subject to the special terms and conditions specified in Schedule 5 to this Rule.
- (6) The Network Licence issued to Digicel (PNG) Limited is subject to the special terms and conditions specified in Schedule 6 to this Rule.
- (7) The Network Licence issued to Digitec Communications Limited is subject to the special terms and conditions specified in Schedule 7 to this Rule.
- (8) The Content Licences that authorise free television broadcasts or radio broadcasts are subject to the special terms and conditions specified in Schedule 12 to this Rule.
- (9) 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 or Broadcast 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**

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 made 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, that are notified to the licensee by NICTA;
- (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;
  - (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;
- (i) Connect all internet traffic on services provided by the licensee through the PNG Neutral Internet Exchange Point;
- (j) Comply at all times with emergency service provision arrangements currently in force, including, but not limited to, the mandatory provision of direct access by end-users, free of charge, to emergency call services and auxiliary arrangements for emergency call handling;
- (k) Comply at all times with protection of communications requirements currently in force, including, but not limited to:
- the protection of the confidentiality information that relates to content of communications;
  - the identity and personal details of user of the licensee's services; and
  - the protection of community values and standards of decency and civility in relation to online content.
- (l) Comply with requirements to protect the national interest and to ensure security in the operation of the licensee's networks and the provision of services, including, but not limited to, taking all reasonable measures to prevent their networks and services from being used to commit criminal offences, giving law enforcement agencies such help as reasonably necessary for the purposes of safeguarding national security, protecting public revenue, and enforcing the criminal law;
- (m) Maintain lawful interception capability in relation to the licensee's network and services, and lodge annual Interception Capability Plans as required; and
- (n) Comply with Defence requirements and current disaster plans, including, but not limited to, supplying carriage and other services for defence purposes or for the management of natural disasters.



## **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.

### **3. Internet and online content**

- (1) This section applies if the licensee supplies access to the internet and to online content.
- (2) The licensee must comply with regulations that are currently in force for the protection of community values and standards of decency and civility.
- (3) In addition to compliance with regulations set out in sub-clause (2), the licensee must comply with directions or orders formally given in writing by NICTA to take down or block access to internet websites or other online content that NICTA determines to be infringements of any regulations that are currently in force relating to such matters.

## **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 to supply a Public Cellular Mobile Service.

### **2. Mandatory coverage obligations**

- (1) The licensee must fulfil relevant Network Coverage Obligations.
- (2) 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.
- (3) A Network Coverage Obligation may be fulfilled through a reliance on, or the sharing of, the Facilities of another Network Licensee only if the locality to be provided with Network Coverage is a locality that is specified in either Schedule 10 or Schedule 11. 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. In accordance with the Act, the terms and conditions of any such sharing of facilities would be as agreed between the licensees or, if access to the particular facility is a Declared Service, pursuant to Part VI of the Act.
- (4) The licensee will not be in contravention of a Network Coverage Obligation in relation to a locality specified in Schedule 11 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.
- (5) If the licensee considers it impracticable due to technical or other reasons to locate a base station Facility within or adjacent to any particular locality specified in Schedule 10 or Schedule 11 for the purposes of fulfilling a Network Coverage Obligation in relation to that locality, the licensee may nominate to NICTA an alternative locality within the same province. If NICTA consents to the alternative location nominated by the licensee, the licensee can satisfy its Network Coverage Obligation in relation to the first locality by providing Network Coverage in the approved alternative locality instead.
- (6) 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.

- (7) NICTA may, upon application by the licensee, issue the licensee with a Certificate of Completion to certify that the licensee has fulfilled a particular Network Coverage Obligation. However, if the licensee is issued with a Certificate of Completion the licensee must nonetheless continue to provide Network Coverage in the areas to which that certificate relates until the relevant date specified in the Network Coverage Obligation.

### **3. 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 2%.
- (3) The licensee must maintain a rate of Network availability of least 99.99% in:
  - (a) the main centres specified in Schedule 8; and
  - (b) the mid-sized centres specified in Schedule 9.
- (4) The licensee must maintain a rate of Network availability of least 99.00% in:
  - (a) the administrative district centres specified in Schedules 10; and
  - (b) the localities specified in Schedule 11.
- (5) 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.

### **4. Network fault repair**

- (1) The licensee must repair 95% of Network faults occurring in the main centres specified in Schedule 8 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 9 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 10 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 11 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 3A: Special Terms and Conditions for Network Licensees who provide Public Cellular Mobile Services and other Public Network Services using Low Earth Orbit Satellite Networks**

**1. Application**

- (1) This Schedule applies to all Network Licences that:
- (a) are Individual Licences; and
  - (b) own, operate or maintain a Network that includes access to and use of one or more Low Earth Orbit (LEO) satellite networks; and
  - (c) use that Network to supply a Public Cellular Mobile Service and/or any other kind of Public Network Service.

**2. Validity of Licence and Authority to Provide Services using LEO Satellite Networks**

- (1) The Licensee shall continue throughout the term of the licence:
- (a) to comply with the eligibility requirements for an individual licence set out in Sections 48 and 56 of the Act; and
  - (b) to maintain a corporate presence in Papua New Guinea the management of which shall have full authority to represent the Licensee on all matters relating to the Network Licence and to accept full responsibility for the discharge of licence obligations and the operation of the Network, including the LEO Satellite network components of that Network.
- (2) The validity of the Licence shall cease if and when compliance with the condition in sub-section (1) ceases.

**3. Mandatory Coverage Obligations**

- (1) The Licensee may use LEO satellite services to meet mandatory coverage obligations that apply to the Licensee pursuant to Schedule 3.
- (2) If the Licensee does not have mandatory coverage obligations pursuant to Schedule 3 then no mandatory coverage obligations shall apply to the Licensee.

**4. 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 2%.

- (3) The Licensee must maintain a rate of Network availability of least 99% for all services which are delivered using LEO satellite networks or network components.
- (4) In relation to services that are not delivered using LEO satellite networks or network components, the minimum levels of Network performance in Schedule 3 shall apply.

#### ***5. Network fault repair***

- (1) The Licensee must repair 90% of Network faults occurring as a result of the operation of the LEO satellite network or network component within 6 hours of the fault being identified by, or reported to, the Licensee.
- (2) On relation to other faults, not being associated with failure of the LEO satellite network or network component, the Licensee shall meet the network fault repair obligations set out in Schedule 3.
- (3) The Licensee must repair 95% of Network faults occurring in the mid-sized centres specified in Schedule 9 within 24 hours of the fault being identified by, or reported to, the licensee.
- (4) 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: Special Terms and Conditions for Network Licensees who provide Public Fixed Network Services**

### **1. Minimum level of Network performance**

- (1) This section applies only to the licensee's supply of fixed voice telephony services.
- (2) To the extent that the licensee supplies fixed voice telephony services in the specified localities, the licensee must maintain a rate of Network availability of:
  - (a) at least 99.9% in:
    - (i) the main centres specified in Schedule 8; and
    - (ii) the mid-sized centres specified in Schedule 8; and
  - (b) at least 99.00% in:
    - (i) the administrative district centres specified in Schedule 10; and
    - (ii) the small centres specified in Schedule 11.
- (3) 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.

### **2. Maximum timeframes for the connection of new services**

- (1) This section applies only 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) at which there is an existing fixed line connection that remains intact and usable is three Working Days; and
  - (b) otherwise, ten Working Days assessing the licensee's compliance with this section, the licensee's performance will be measured over the period of a calendar year.

### **3. Maximum timeframes for repair of Network faults**

- (1) This section applies only 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 is four 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.

## **Schedule 5: Special terms and conditions applicable to Telikom Limited**

### **1. Application**

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

### **2. Network Coverage Obligations**

- (1) The licensee must maintain until the expiry of its licence Network Coverage in all of the main centres specified in Schedule 8.
- (2) The licensee must maintain until the expiry date of its licence Network Coverage in all of the mid-sized centres specified in Schedule 9.
- (3) The licensee must provide at least the Network Coverage in the 87 administrative district centres specified in Schedule 10 by the dates set out below:
  - (a) 60% on Commencement Day;
  - (b) 65% on 31 December 2023;
  - (c) 80% on 31 December 2024;
  - (d) 100% on 31 December 2025;and thereafter maintain that Network Coverage until the expiry of its licence.
- (4) The licensee must provide at least the Network Coverage in the 120 localities specified in Schedule 11 by the dates set out below:
  - (a) 40% on Commencement Day;
  - (b) 55% on 31 December 2023;
  - (c) 80% on 31 December 2024;
  - (d) 95% on 31 December 2025;
  - (e) 100% in 31 December 2026;and thereafter maintain that Network Coverage until the expiry of its licence.

### **3. Provision of a Public Number Directory Assistance Service**

The licensee must provide a Telephone Number Directory Service in relation to the provision of fixed network services to all subscribers:

- (a) in the format of a manual operator service available to all subscribers on a 24 hour, 7 days a week basis;

- (b) that lists Directory Information for Fixed Network Telecommunications Subscribers of the licensee but excluding those Telecommunications Subscribers who have requested an Unpublished Number; and
- (c) is accessible via telephone by all Telecommunications Subscribers, regardless of which Network Licensee's Public Telecommunications Network the subscriber is connected to.

## **Schedule 6: 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. Network Coverage Obligations**

- (1) The licensee must provide the following Network Coverage in relation to:
  - (a) main centres specified in Schedule 8, from Commencement Date, 100%;
  - (b) mid-sized centres specified in Schedule 9, from Commencement Date, 100%;
  - (c) administrative district centres specified in Schedule 10; from Commencement Date, 100%;
  - (d) small centres specified in Schedule 11, from Commencement Date, 95%; and
  - (e) small centres specified in Schedule 11, from 1 January 2026. 100%
- (2) The licensee must maintain the Network Coverage at 100% from the dates set out in sub-clause (1) until the expiry of its licence.

## **Schedule 7: Special terms and conditions applicable to Digitec Communications Limited**

### **1. Application**

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

### **2. Network Coverage Obligations**

- (5) The licensee must maintain until the expiry of its licence Network Coverage in all of the main centres specified in Schedule 8.
- (6) The licensee must maintain until the expiry date of its licence Network Coverage in all of the mid-sized centres specified in Schedule 9.
- (7) The licensee must provide at least the Network Coverage in the 87 administrative district centres specified in Schedule 10 by the dates set out below:
- (a) 60% on Commencement Day;
  - (b) 65% on 31 December 2023;
  - (c) 80% on 31 December 2024;
  - (d) 100% on 31 December 2025;
- and thereafter maintain that Network Coverage until the expiry of its licence.
- (8) The licensee must provide at least the Network Coverage in the 120 localities specified in Schedule 11 by the dates set out below:
- (a) 40% on Commencement Day;
  - (b) 55% on 31 December 2023;
  - (c) 80% on 31 December 2024;
  - (d) 95% on 31 December 2025;
  - (e) 100% on 31 December 2026;
- and thereafter maintain that Network Coverage until the expiry of its licence.

### Schedule 8: Main centres of Papua New Guinea

<b>Reference Number</b>	<b>Province</b>	<b>Main Centre</b>
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 9: Mid-sized centres of Papua New Guinea

<b>Reference Number</b>	<b>Province</b>	<b>Mid-sized centre</b>
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)	Vanimu
12	Manus	Lorengau
13	New Ireland	Kavieng
14	Autonomous Region of Bougainville	Buka
15	Jiwaka	Banz
16	Hela	Tari

## Schedule 10: 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		Kompian
26		Laiagam
27		Wapenamanda
28		Pogera
29	Southern Highlands	Ialibu
30		Imbongu
31		Kagua
32		Kutubu

33		Nipa
34		Pangia
35	Hela	Magarima
36		Koroba
37	Jiwaka	Minj
38		Jimi
39	Western Highlands	Anglimp
40		Baiyer
41		Tambul
42		Kotna
43	East Sepik	Ambunti
44		Drekirkir
45		Angoram
46		Maprik
47		Wosera
48		Sausia
49		Yangoru
50	Madang	Bogia
51		Middle Ramu
52		Rai Coast
53		Sumkar
54		Usino Bundi
55	Saundaun (West Sepik)	Aitape
56		Lumi
57		Nuku
58		Telefomin
59	Morobe	Bulolo
60		Gagidu (Finschafen)

61		Huon
62		Kabwum
63		Sialum (Tewae)
64		Mutzing (Markham)
65		Menyamyra
66		Boana (Nawae)
67	Central	Kupiano
68		Tapini
69		Bereina
70		Abau
71		Hiri
72		Kwikila
73	Gulf Province	Malalaua
74		Kaintiba
75		Kikori
76		Ihu
77		Baimuru
78	Milne Bay	Bwanabwana
79		Losuia
80		Esa"ala
81	Oro (Northern)Oro	Tufi
82		Afore
83		Kokoda
84	Western Province	Balimo
85		Lake Murray
86		Tabubil

### Schedule 11: Small centres of Papua New Guinea

Ref. No.	Province	District	LLG/Ward	Small Centres
1	Autonomous Region of Bougainville (AROB)	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	Warangoi 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	Lovangai Rural	Meteselen
15			Tikana Rural	Lemakot
16		Namatanai	Nimamar Rural	Mahur
17				Kunaye (Lihir Gold Mine)
18		East Sepik	Ambunti Dreikikir	Ambunti Rural
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 Gaui		North Wosera Rural	Sarikum
25	Yangoru Sausia		Numbo Rural	Kubalia Station
26			West Yangoru Rural	Bebandu
27	Madang		Bogia	Almami Rural
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	Sandaun (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		Finschafen	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	Labutu Rural	Labuta Station
48			Napak Rural	Boana Station
49		Tewai-Siassi	Sialum Rural	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	Yonggomugl Rural		Molg	
60	Eastern Highlands	Daulo	Asoro/Watabung Rural	Asoro Station
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		Kompiam-Ambum	Ambum Rural	Par
72			Kompiam 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	Jiwaka	Anglimp	Anglimp Rural	Kindeng tea plantation
79			South Waghi Rural	Kudjip Hospital
80		Jimi	Jimi Rural	Maipka/Kol Station
81		North Waghi	North Waghi Rural	Kimil tea and coffee plantation
82			Nondugl Rural	Nondugl (PNGDF base)
83	Western Highlands	Baiyer-Mul	Baiyer Rural	Tinsly Health centre/station
84				Baiyer station and Zoo
85		Dei	Dei Rural	Gumanch 1&2 tea plantation
86				Muglamp station
87		Hagen	Mt Hagen Rural	Baisu (CIS, Plantation)
88		Tambul Nebilyer	Nebilyer Rural	Pabarbuk Mission station
89	Hela	Komo Magarima	Hulia Rural	Dauli Teachers College
90			Komo Rural	Komo station
91		Koroba – L/Kopiago	Lake Kopiago Rural	Kopiago station
92	Southern Highlands	Ialibu-Pangia	Kewabi Rural	Tindua
93		Imbonggu	Imbonggu Rural	Kisenapoi
94		Kagua-Erave	Erave Rural	Erave 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		Kairiku	Mekeo-Kuni Rural	Waima station
104			Kairiku 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	Heavala
111		Kikori		Lese
112			Ihu Rural	Harevavo
113			Alotau	Huhu Rural

114	Milne Bay	Esa'ala	Western Ferguson Rural	Morima station
115		Kiriwina Goodenough	Kiriwina Rural	Losuia station
116		Samarai-Murua	Lousiade Rural	Misima (Gold mine)
117	Western	Middle Fly	Lake Murray Rural	Mepu
118		North Fly	Kiunga Rural	Kiunga station
119	Oro (Northern)	Ijivatari	Oro Bay Rural	Oro Bay
120		Sohe	Higaturu	Higaturu (oil palm)

## **Section 12: Special terms and conditions applicable to Content Licences that authorise free television broadcasts 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 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) the dates by which the licensee must comply with this Schedule or particular parts thereof.

### **2. Mandatory broadcast coverage areas—national market segment**

- (1) (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 8 and each of the mid-sized centres specified in Schedule 9 on Commencement Date.
- (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 43 of the administrative district centres specified in Schedule 10 on Commencement Date; and
  - (b) at least 60 of the administrative district centres specified in Schedule 10 by 31 December 2024.

### **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 in the main centres and the mid-sized centres of that province as per Schedules 8 and 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 10 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 8 within 10 years of the grant of the licence.

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

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 its licence within six months of the grant of the licence.

***5. Maintenance of mandatory Broadcast Coverage***

The licensee must continue to provide Broadcast Coverage in the areas required by the terms of its licence until the expiry of its licence or 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) specifically 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.
- (2) NICTA may, upon application by a licensee, authorise the routing of domestic traffic via another country where such is necessary for purposes related to network continuity or disaster recovery.