



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) made and executed on _____
(dd/mm/yy) between Bhutan Telecom Limited (hereinafter called BTL) and shall include its
Regional Managers / Area Managers / Authorized Signatories and _____ bearing
Citizenship Identity Card no _____ (Hereinafter called Cable TV
Operator) based in _____

The Cable TV Operator desires to use BTL's poles to lay the aerial cables (optical/metallic cables).
BTL is willing to allow the usage of its poles for this purpose and both parties after due
deliberations mutually agree to the arrangement subject to the terms and conditions hereunder.

The parties hereby agree to the following terms and conditions:

1. This MoU shall come into effect from _____ and shall be valid until amended mutually.
2. BTL shall have the right to terminate the MoU with a month's notice in normal circumstances and with immediate effect when the infrastructure sharing causes inconvenience to BTL.
3. If infrastructure sharing hampers BTL from effectively delivering its services, BTL shall have the right to terminate the MoU with immediate effect upon which the cable operator shall be obliged to withdraw their cables from BTL's poles.
4. Sharing of poles is limited only for long distance (trunk usage) and not for local cable distribution within the towns.
5. Mounting of any distribution terminals or other equipment apart from cables (optical/metallic cables) on BTL poles will not be allowed.
6. The fiber/metallic cable shall run below BTL's cables.
7. The gap between the BTL's and cable TV Operator's cable will be maintained as per instruction of BTL officials which will take future expansion into consideration.
8. The attachment of Cable TV Operator's cables to the BTL's poles will be done professionally and to the satisfaction of BTL's field officials using proper hardware fittings. No GI wires and ropes, etc will be used to fasten their cables onto the poles.



9. The sag of the cable TV metallic/fiber cable will be maintained in parallel to BTL's so that it looks tidy.
10. At road crossing or wherever BTL feels necessary, the Cable TV Operator will either have to heighten the poles if technically feasible or re-route so that BTL's infrastructure is not jeopardized.
11. BTL shall charge an infrastructure sharing fee of Nu.10 per pole per month. A half yearly bill will be raised i.e. for six months duration, and is payable in advance. The amount will be deposited into BTL's local office within 15 days of raising the bill. A monthly compound interest of 5% of the amount will be levied for late payments thereafter. Interest will be calculated for number of days late and will be compounded monthly. The number of poles shared is _____
12. BTL shall not be responsible for any damages and outages caused by any natural calamities such as landslides, fires, lightning, etc or by accidental causes such as poles and cables being hit by vehicles or by arson.
13. Any injury or death caused by the cable operator's cables riding on BTL's poles shall be the sole responsibility of the cable operator. Cable operator shall indemnify BTL of any loss suffered because of the cable operator's cables on BTL's poles
14. BTL shall not be held responsible for any inconveniences caused if it is required to shift/re-align/relocate/remove its infrastructure by any authority/civic/government bodies. However, notice and information will be provided to the affected cable operator/s.
15. Cable TV Operator shall inform BTL in advance and seek permission for maintenance of its metallic/fiber cables. Any outages caused to telecom services without informing for carrying maintenance works shall be monetized and billed to the Cable TV Operator based on the number of hours outages, who shall pay promptly and late interest shall be levied in accordance to clause 9 stated above.

BTL and the Cable TV Operator fully accept the provisions laid down in this Memorandum of Understanding and agree to comply without any other conditions.



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Bhutan Telecom Ltd.

IN WITNESS THEREOF, the parties execute this MoU as on the day and year mentioned above.

Affix legal
stamp &
signature

Affix legal
stamp &
signature

Regional Manager / Area Manager
/Authorized Signatory

* _____ +

Witness on behalf of BTL,

Witness on behalf of _____

Date _____ (DD/MM/YYYY)