

**AGREEMENT
BETWEEN
UNIVERSAL SERVICE OBLIGATION FUND
AND
BHARAT SANCHAR NIGAM LIMITED
FOR
A PILOT
FOR ROLLING OUT OF
5 LAKH FTTH BROADBAND CONNECTIONS
IN GRAM PANCHAYATS (GPs)/VILLAGES
USING BHARATNET NETWORK**

No. 30-167-8/2022/USOF

DATED 17.04.2024

**GOVERNMENT OF INDIA
MINISTRY OF COMMUNICATIONS
DEPARTMENT OF TELECOMMUNICATIONS
OFFICE OF THE ADMINISTRATOR (USOF)
20, ASHOKA ROAD, NEW DELHI-110 001, INDIA**



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SECTION-I

AGREEMENT

Government of India
Department of Telecommunications
Universal Service Obligation Fund
20, Ashoka Road, Sanchar Bhawan, New Delhi- 110001

The President of India, acting through the Administrator, Universal Service Obligation Fund (USOF) who for the purpose of this Agreement is being represented by **Sh. Arun Gupta, Director (BB-II), USOF, Department of Telecommunications**, under Government of India and having its office at Sanchar Bhawan, 20 Ashoka Road, New Delhi 110001, (hereinafter referred to as the "Administrator", which expression, unless repugnant to the context or meaning thereof, shall include its successors, administrators or assignees;) of the First Party

AND

M/s Bharat Sanchar Nigam Limited (BSNL) a company registered under the companies act 1956, having its registered office at Bharat Sanchar Bhawan, H.C. Mathur Lane, Janpath, New Delhi, acting through **Sh. Uttam Chand Meena, DGM, Bharatnet Utilisation, BSNL**, the authorized signatory (hereinafter called the Universal Service Provider or "USP" which expression shall, unless repugnant to the context, include its successor in business, administrators, liquidators and assigns or legal representatives) of the second party.

Whereas the USP has requested vide letter Nos. BSNLCO-NPBB/11(13)/2/2020-NWP-BB dated 26.05.2022, BSNLCO-NPBB/11(13)/2/2020-NWP-BB dated 23.09.2022, BSNLCO-NPBB/11(13)/2/2020-NWP-BB-BSNL_CO dated 09.11.2022, BSNLCO-NPBB/11(13)/2/2020-NWP-BB-BSNL_CO dated 23.12.2022, BSNLCO-BNUT/13/2/2023-BN UTIL dated 17.04.2023, BSNLCO-BNUT/13/2/2023-BN UTIL dated 10.10.2023 and USOF conveyed their approval and subsequent amendments vide letter Nos. 30-167-8/2022/USOF dated 29.06.2022, 30-167-8/2022/USOF dated 26.09.2022, 30-167-8/2022/USOF dated 27.12.2022, 30-167-8/2022/USOF dated 03.04.2023, 30-167-8/2022/USOF dated



17.07.2023 and 30-167-8/2022/USOF dated 02.02.2024. Keeping in view the above, Administrator agreed to enter into an Agreement for **Rolling out of 5 Lakh FTTH Broadband connections in Gram Panchayats (GPs)/Villages using BharatNet network** for providing the internet services to rural customers.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In consideration of the performance of all the terms and conditions mentioned in this Agreement on the part of the USP, the Administrator does enter into this Agreement for **Rolling out of 5 Lakh FTTH Broadband connections in GPs/Villages using BharatNet network**.
2. This Agreement will remain valid for 5 years from the effective date of the Agreement unless revoked earlier for any reasons whatsoever.
3. The USP hereby agrees and unequivocally undertakes to fully comply with all terms and conditions stipulated in this agreement without any deviation or reservation of any kind.
4. The effective start date of this Agreement shall be 29.06.2022 (i.e. date of issue of initial approval conveyed to BSNL, vide USOF letter 30-167-8/2022/USOF dated 29.06.2022).
5. This Agreement is divided into six Sections. Apart from the present Section-I, other Sections are as under:
 - ii. General Conditions
 - iii. Commercial Conditions
 - iv. Technical Conditions
 - v. Operating Conditions
 - vi. Financial Conditions
 - vii. Definitions

All the Sections and Annexures together form the Agreement.

6. No Partnership- Nothing in this Agreement shall be construed to constitute a partnership or agency between the Parties and the USP shall not make any assurance, promise or covenant nor shall hold himself out as competent to do so on behalf of the Administrator nor shall pledge the credit of the Administrator for any transaction in relation to this Agreement.

7. No Employment - Nothing in this Agreement shall constitute an offer or assurance of employment of any nature whatsoever to the USP or any person employed by or under him for this Agreement.

8. Indemnify the Administrator- The USP shall indemnify and at all times keep the Administrator indemnified and harmless against any direct loss to it or any claims by any third person, for any personal injury to anybody or loss to property, movable or immovable, caused by or attributable to any act or omission of the USP or any of his officer, employee, agent or professional etc. while performing or purporting to perform this Agreement.

9. Dispute Settlement - In the event of any dispute or difference arising under the Agreement, or in connection thereof, except as to the matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of Commercial Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018, OM NO. 334774/DoLA/AMRD/2019 dated 31.03.2020 and/or any other instructions issued in this regard from time to time.

10. Waiver - Neither the failure of either Party to insist on any occasion upon the performance of the provisions of this Agreement nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right there under. Waiver by either Party of any default by the other Party in the observance or performance of any provision of this Agreement shall not operate or be construed as




a waiver of any other or subsequent default or of other provisions of or obligations under this Agreement nor shall affect the validity or enforceability of this Agreement in any manner.


11. Severability of Terms - If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the 17th day of April, 2024.

Signed for and on behalf of Bharat
Sanchar Nigam Limited


Signed for and on behalf of President
of India



Sh. Uttam Chand Meena
DGM, Bharatnet Utilisation
Bharat Sanchar Nigam Limited
Bharat Sanchar Bhawan
H.C. Mathur Lane, Janpath
New Delhi - 110001


Sh. Arun Gupta (अरुण गुप्ता)
Director (BB-II) USOF
Universal Service Obligation Fund
Department of Telecommunications
Sanchar Bhawan, 20 Ashoka Road
New Delhi - 110001

In the presence of

Witnesses:


(Abdul Wali Farooqui)
DM (BNU), BSNL CO
N. Delhi


(Deepanshu Agarwal)
Deputy Administrator (Fin.), USOF
DOT, Sanchar Bhawan

SECTION – II
GENERAL CONDITIONS

2.1 The Agreement shall be subject to the terms and conditions (including transfer, assignment or franchising) of Internet Service Provider (ISP) /Unified License (UL), etc. as applicable.

2.2 The Universal Service Provider shall be bound by the terms and conditions of the Agreement or any other instructions issued from time-to-time by the Administrator. The USP shall always be liable to perform the obligations under this Agreement for Provision of specified Services in Identified areas for which the Agreement has been entered into during the validity period of the Agreement.

2.3 Scope of the Agreement

2.3.1 The scope of this agreement is to provide, operate and maintain five lakh FTTH broadband connections by the USP, over FTTH technology leveraging USP Core Network and BharatNet network.

2.3.2 USP shall setup (i.e. supply, install, test, commission), operate, maintain and manage telecom infrastructure required for Last Mile Connectivity (LMC) through BharatNet Udyamies (BNUs) for providing FTTH connections in GPs/Villages using BharatNet network.

2.3.3 USP shall integrate minimum 5,500 Mini-OLT with atleast 100 Mbps Internet Leased Line (ILL) in each of them.

2.3.4 USOF shall provide financial support, as per the Financial Conditions of the Agreement.

2.3.5 USP shall select Service Ready GPs of BharatNet, which are in various States/Union Territories (UTs) of the country, for providing FTTH connections in GPs/Villages.

2.4 Deliverables

2.4.1 USP shall be solely responsible for providing FTTH connections in GPs/Villages using BharatNet network for providing the internet services on GPON Technology, including their associated core network.



2.4.2 USP shall provide broadband connections over FTTH Technology leveraging USP core network and BharatNet network.

2.4.3 USP may expand or augment its existing core/IT network by procuring necessary equipment (Hardware & Software) for providing FTTH connections in GPs/Villages using BharatNet.

2.4.4 USP shall provide services on non-discriminatory basis to rural customers.

2.4.5 Minimum 25 Mbps of download speed to each FTTH customers shall be provided by the USP and no charges, other than monthly tariff, will be charged from the customer by the USP or its franchisees/agents/BNUs.

2.4.6 USP shall be solely responsible for provision and operation of necessary equipment and systems, treatment of subscriber complaints, collection of charges and issue of receipts thereof, attending to claims with settlements and damages arising out of his operations.

2.4.7 USP shall be solely responsible to ensure replacement or rectification of faulty & damaged equipment, infrastructure, including CPE/ONT. CPE/ONT will be replaced, as per warranty terms and conditions.

2.4.8 USP through BNUs shall be solely responsible to ensure upkeep of Last Mile infrastructure (including hardware and software) all the times.

2.5 Timelines

2.5.1 The Rollout period shall be up to the “effective date of Agreement between USOF and BSNL for providing 1.5 Cr. FTTH connections under Amended BharatNet Program”.

2.5.2 The pilot shall be short closed from the “effective date of Agreement between USOF and BSNL for providing 1.5 Cr. FTTH connections under Amended BharatNet Program”.

2.5.3 The USP shall commission required infrastructure in GPs/Villages using BharatNet network required to commission five Lakhs FTTH connections, within the time period mentioned in the para 2.5.1 above from the effective date of the Agreement.



2.5.4 The Roll-out period may be extended by the Administrator, if reasons for delay submitted by the USP are justified. Progress of the project shall be reviewed by the USOF with the USP from time to time.

2.5.5 The USP shall provide the month-wise Rollout plan to implement the project within 15 days of signing of Agreement.

2.6 QoS and Penalties

2.6.1 USP shall maintain the services as per quality standards set by TRAI. On non-adherence to the quality, the penalties shall be levied as per TRAI guidelines, and refunds if any, shall be issued to the customers.

2.7 Duration of Agreement

2.7.1 The duration of the Agreement shall be 5 years from the effective date of the Agreement and during the agreement period, USP shall continue to provide services to all customers, connected through installed infrastructure, who are paying monthly tariff, and shall also operate and maintain the installed infrastructure.

2.8 Extension of Agreement

2.8.1 The Administrator may extend, if deemed expedient in public interest, the validity of the Agreement for such period and on such terms as may be mutually agreed, which shall be reviewed during the last year of the Agreement. The decision of the Administrator shall be final and binding in this regard.

2.8.2 On expiry of the Agreement period, USP shall continue to operate and maintain the infrastructure provided under this Agreement and provision of FTTH broadband access at its own cost.

2.9 Modifications in the Terms and Conditions of Agreement

2.9.1 The Administrator reserves the right to modify at any time the terms and conditions of the agreement, in consultation with the USP and if in the opinion of the Administrator, it is necessary or expedient to do so in the public interest or in the interest of the security of the state or for the proper conduct of the service. The decision of the Administrator shall be final in this regard.

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2.10 Requirement to furnish information

2.10.1 USP shall furnish to the Administrator, on demand, such documents, accounts, estimates, returns, reports or other information as may be called for by the Administrator. The USP shall also submit information to TRAI as per any order or direction or regulation issued from time to time under the provisions of TRAI Act, 1997 as amended, modified or replaced from time to time.

2.11 Suspensions, Revocation or Termination of Agreement.

2.11.1 The Administrator reserves the right to suspend the operation of the Agreement in whole or in part, at any time, if, in the opinion of the Administrator, it is necessary or expedient to do so in the public interest or in the interest of the security of the State. However, the Administrator shall not be responsible for any damage, claim or loss, caused or arising out of such action. The suspension of the Agreement shall not be a cause or ground for extension of the period of the Agreement and suspension period shall be counted towards period spent under the validity of Agreement.

2.11.2 The Administrator may, without prejudice to any other remedy available for the breach of any conditions of Agreement, by a written notice of 30 days issued to the USP at its registered office, terminate the Agreement under any of the following circumstances:

- a. Failure to perform any obligation(s) under the Agreement;
- b. Failing to rectify, within the time prescribed, any defect as may be pointed out by the Administrator.
- c. Going into liquidation or is ordered to be wound up.

2.11.3 Provided that, if the respective ISP/ Unified License of the USP, etc., as applicable, is terminated, then this Agreement shall also be deemed to be terminated forth-with.

2.11.4 The Administrator reserves the right to revoke the Agreement at any time in public interest by giving a notice of 30 days, counted from the date of receipt of such notice.



2.11.5 Wherever considered appropriate, Administrator may conduct an inquiry to determine whether there has been any breach in compliance of the terms and conditions of the Agreement by the USP and upon such inquiry the USP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type.

2.11.6 It shall be the sole responsibility of the USP to maintain the Quality of Service (QoS) as per conditions of the Agreement, during the period of notice of termination of Agreement.

2.12 Actions Pursuant to Termination of Agreement

2.12.1 Wherever the Agreement is terminated prematurely, the Administrator may, at his sole discretion, in order to ensure continuity of Service, enter into an Agreement with another USP for providing FTTH broadband services.

2.12.2 If the QoS had not been maintained as per standards prescribed by TRAI during the agreement period, then USP will be liable to pay appropriate penalty, as per TRAI norms.

2.12.3 In case of termination of the Agreement before the expiry period, if it is found that the USP had received any payment in excess of the amounts under the Agreement prior to termination, then such amount shall be paid back immediately on demand by the USP to the Administrator.

2.13 Force- Majeure

2.13.1 If at any time, during the continuance of the Agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (not limited to the establishments or facilities of the Universal Service Provider), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 10 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the Agreement, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided SERVICE under the Agreement shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

2.13.2 The decision of the Administrator as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final, binding and conclusive.

2.13.3 However, the Force Majeure events noted above will not in any way cause extension in the period of the Agreement.

2.13.4 It is understood and declared that any strike, lock out or labour dispute or unrest only in the undertaking of the USP or the reasonable harshness of the nature due to the terrain or difficulties arising from remoteness of the area or insufficiency of funds will not be treated as an EVENT.

2.14 Set off Clause

2.14.1 In the event any sum of money or claim becomes recoverable from or payable by the USP to the Administrator against this Agreement, such money or claim can be (without restricting any right of set off for counter claim given or employed by law) deducted or adjusted against any amount or sum of money then due or which at any time thereafter may become due to the USP under this Agreement or any other Agreement or Contract between the Administrator and the USP.

2.14.2 After exercising, the right of set off, a notice shall always be given within seven days by the Administrator to the USP.

2.15 Other Obligations

2.15.1 The USP shall be bound by the terms and conditions of the Agreement as well as by such orders/directions/regulations of TRAI as per provisions of the TRAI Act, 1997, as amended from time to time, and instructions as are issued by the Administrator.

2.15.2 The Order, Regulation or Rules made under Indian Telegraph Act 1885 including Indian Telegraph (Amendment) Act, 2003 and Indian Wireless Telegraphy Act, 1933 shall be binding on the USP.



SECTION-III

COMMERCIAL CONDITIONS

3.1 USP shall ensure that for providing FTTH Broadband connections under the Agreement, there should be no duplication in CAPEX funding to them through any other projects of Central or State Governments. In case of violation, penalty/deterrent, as decided by Administrator, shall be levied by USOF on USP.

3.2 As certain number of rural FTTH Broadband connections have already been operational and provided by USP or BNUs without funding from USOF, as per their commercial viability, CAPEX funding shall be given only for new connections, which are not commercially viable, and no funding is allowed for already working connections. In case of violation, penalty/deterrent, as decided by Administrator, shall be levied by USOF on USP.

3.3 The USP shall not receive any financial support for the same connection, from other sources like State Governments or Central Government.

3.4 The USP shall work within the framework of the commercial conditions of the ISP License, Unified License, etc. as applicable.

3.5 Minimum 25 Mbps of download speed to each FTTH subscriber, shall be provided by the USP and no charges, other than monthly tariff, shall be charged from the customer by the USP or its franchisees/agents/BNUs.

3.6 For releasing incentives, on per connection basis, and to monitor the service quality of each FTTH Broadband connection, a centralized IT system [(i.e. Operation Support System (OSS) and Business Support System (BSS)], is to be developed by the USP for BharatNet utilization. USP shall integrate their OSS and BSS with BharatNet's Network Operations Centre (NOC), if required.

3.7 All FTTH connections /Mini-OLTs installed under the Agreement, shall be visible /monitor through BharatNet's NOC/Centralized IT system of the USP. This centralized IT system /BharatNet's NOC is also to be used to check Service Quality of FTTH Broadband connections as per TRAI norms, release of the incentives and net number of connections working on a date in a particular GP. The technical implementation of the Centralized IT system for BharatNet utilization shall be done by the USP.

3.8 CAPEX payment in terms of capital incentive on Net addition of FTTH connections: CAPEX in the form of capital incentive shall be paid, only for net addition of FTTH connections, till net 5 lakh connections or date of short closure mentioned in the para 2.5 of this Agreement, whichever is earlier. Net addition means the number of FTTH connections added, after adjusting of FTTH connections permanently closed.

3.9 The USP shall charge tariffs as per TRAI Orders/Regulations/Directions issued with regard to such services from time to time.

3.10 The USP shall give wide publicity of this scheme by way of appropriate marketing tools such as media advertisements, road-shows, banners, display boards, etc. at no additional support from USOF.

3.11 The USP shall provide single window interface to the customer for all pre as well as post connection activities such as booking, collection of charges, provisioning and handling the complaint.

3.12 The USP shall be solely responsible to provide all the necessary installations and after sales services for the required infrastructure created for providing FTTH broadband connections in GPs/Villages.

3.13 The USP shall maintain the data of GP-wise commissioning of Mini-OLTs and commissioning of Internet Leased Line (ILL) at Mini-OLT. The same shall be provided monthly to USOF in the format given in **Annexure-IV**.

3.14 The USP shall maintain a Master database of FTTH broadband connections provided under the Agreement, in the format given in **Annexure-V**. The list of FTTH broadband connections in **Annexure-V** shall be shared by the USP on monthly basis with USOF.

3.15 The USP shall develop online portal for monitoring the progress of the rollout of FTTH connections, which may be integrated with BharatNet NOC or USOF's project monitoring tool, if required.

3.16 The USP shall make arrangement to affix the "Subsidized from USOF, Government of India" on the ONT installed to the customer premises under the agreement.

3.17 The USP shall provide the list of all GPs where connections have been provided. The USP will also ensure that same connection given under pilot project will not be shown in Amended Bharat Net program.

3.18 The USP shall ensure the continuity of the FTTH connections provided under the Agreement and also to ensure that FTTH connections under this Agreement are not shifted to the Agreement for 1.5 Cr. FTTH under Amended BharatNet Program. Therefore, existing FTTH connections under the Agreement have to be flagged separately.

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SECTION-IV

TECHNICAL CONDITIONS

4.1 The USP shall work within the framework of the Technical conditions of the ISP License/Unified License, etc., as applicable.

4.2 The USP shall ensure:

- i. Commissioning, Operation & Maintenance of network elements required for provisioning of FTTH Broadband connections in GPs/Villages.
- ii. To provide and maintain the Last Mile Optical fiber connectivity to Customer premises.
- iii. To provide, configure and maintain the required Mini-OLT, ONT at customer premises, and to provide the FTTH Broadband services over existing backend infrastructure of USP, including authentication and accounting servers, billing platform, Fault Repair Service, customer care, call centre, etc. shall be used.
- iv. AAA Server (Authentication with User ID /Passwords), Gateway required for Internet Billing, customer invoicing, etc.
- v. Necessary Operations Support System (OSS) and Business Support System (BSS).
- vi. All required GPON equipment commissioned for Last Mile Connectivity (LMC) for providing FTTH connections shall be manageable from Network Management System (NMS) / Network Operation Centre (NOC).
- vii. To provide minimum 5500 Mini-OLT with atleast 100 Mbps Internet Leased Line (ILL) in each of them.
- viii. Public Grievance redressal mechanism.

4.3 The Last Mile Infrastructure created under the agreement shall have capability to deliver FTTH broadband services, i.e., data, voice and video services.

4.4 The USP shall ensure the Quality of Service Parameters for FTTH broadband connections, provided under the Agreement, within the framework of the Quality of



Service Conditions of the ISP License/Unified License, etc. and related TRAI regulations, as applicable.

4.5 The USP shall make arrangement for hassle free reporting / booking faulty FTTH broadband connections and Public Grievance redressal mechanism.

4.6 The USP shall be responsive to the complaints lodged by the users of FTTH broadband connections. They shall rectify the deficiencies and maintain the history sheets for each installation, statistics and analysis on the overall maintenance status.

4.7 The USP shall make arrangement for periodical testing of infrastructure.

4.8 The USP shall maintain a record of performance of FTTH broadband connections for monitoring.

4.9 The USP shall keep a record of faults, rectification reports and other related details in respect of the services, rendered to the users of the broadband connections, which will be produced before the ADMINISTRATOR or TRAI as and when and in whatever form desired.

4.10 The ADMINISTRATOR or TRAI may carry out performance tests, either directly by them or through their authorized designated monitoring agency, and/or evaluate the QoS parameters at any time during the validity period of the Agreement.

4.11 If the QoS of the FTTH broadband connections are not met, as specified, during the period of the Agreement, Administrator may take necessary action and issue notice(s) to the USP to improve the QoS, as per specifications, within the stipulated time period, failing which, the decision of the Administrator shall be final in this regard.

4.12 USP shall maintain the uptime and mean time to repair (MTTR) fault as per TRAI's regulations/orders/directions on the subject.

4.13 USP shall ensure that message should go to the concerned FTTH customers as acknowledgment on booking of complaint by customers.

4.14 A detailed REPORT of last mile GPON network on uptime, utilization, QoS and fault occurred/resolved to be shared with the Administrator as and when sought by the Administrator.

SECTION-V

OPERATING CONDITIONS

5.1 Customer Service

5.1.1 The USP shall be solely responsible for provisioning of FTTH connections, along with maintenance of the Network KPI & SLAs as mutually agreed with Administrator and/or as per TRAI norms. The terms and conditions of the ISP License/Unified License Agreement, etc., as applicable, in this regard shall prevail and shall be binding mutatis mutandis.

5.1.2 The USP through BNUs shall be responsible to ensure supply, installation, operation and maintenance of necessary equipment and systems, provision of services to the customers, treatment of subscriber complaints and attending to claims and damages arising out of the operations for providing FTTH connections in GPs/Villages.

5.2 Right to inspect, Test and Monitor

5.2.1 The Administrator or his/her authorized representative or Designated Monitoring Agency (DMA) by the Administrator shall have the right to inspect the infrastructure created under the Agreement, used for extending the Service and in particular, but not limited to access to Network, and conduct the performance test including entering into dialogue with the system through Input/output devices or terminals. The USP will provide the necessary facilities at its own cost for monitoring of the system, as required by the Administrator or its authorized representative(s) or DMA. The Inspection shall ordinarily be carried out after reasonable notice except in circumstances where giving such a notice will defeat the very purpose of the inspection.

5.2.2 Wherever considered appropriate, Administrator may conduct any inquiry, either suo-moto or on a complaint, to determine whether there has been any breach in compliance of terms & conditions of the Agreement by the USP, and during such inquiry, the USP shall extend all reasonable facilities without any hindrance.

5.2.3 If any equipment or any part thereof is found defective or fails to fulfill the requirements of the Agreement, a notice shall be issued to USP setting forth details of such defects or failure and the USP or its Franchisees/Agents/BNUs shall make,

the defective equipment good, or alter the same to make it comply with the requirements of the Agreement forthwith and in any case within a period not exceeding one month of the initial report. CPE/ONT shall be replaced, as per warranty terms & conditions.

5.2.4 Access to Network Operations Centre (NOC)/ Network Management System (NMS) of the USP shall be provided to USOF representatives authorized by the Administrator.

5.2.5 USP shall setup BharatNet Udyamies (BNUs) Portal for BNUs. The portal must have work flow which a person can apply to be a BNU and onboarding, transactions, payments, terminations, etc. should also be happen online through the Portal.

5.3 Capacity Building of BNUs: USP shall provide training to BNUs regarding O&M of Last Mile Infrastructure, customer acquisition, grievances redressal, etc. One short video on this project for utilization of BharatNet by the USP through BNUs may be made for sensitizing personal involved in operation/maintenance/provisioning of FTTH.

5.4 FTTH awareness amongst villagers in GP: USPs or its BNU, shall take part in the meeting of Gram Panchayats/Gram Sabha in coordination with Panchayati Raj Department of District Administration. Public in the villages may be made aware about the benefits & use cases of the FTTH connections by the USP along with BNUs.

5.5 Roll Out Period

As per Para 2.5 of this Agreement.

5.6 Confidentiality of information

The terms and conditions and other directions/instructions/guidelines issued from time to time under the ISP License / Unified License, etc., as applicable, shall be binding mutatis mutandis.

Two handwritten signatures in blue ink. The one on the left is a cursive signature, and the one on the right is a stylized signature with a large 'X' shape.

5.7 Prohibition of certain Activities by the USP

The terms and conditions and other directions/instructions/guidelines issued from time to time under the ISP License / Unified License, etc., as applicable, shall be binding mutatis mutandis.

5.8 Security Conditions

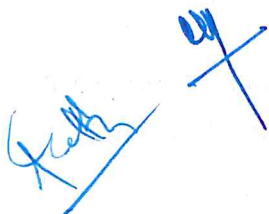
5.8.1 The terms and conditions and other directions/instructions/guidelines issued from time to time under the ISP License / Unified License, etc., as applicable, shall be binding mutatis mutandis.

5.8.2 Mandatory Licensing requirements, policy guidelines, etc., with regards to security related concerns issued by the Government of India from time-to-time shall be strictly followed.

5.8.3 If the USP or any other entity associated with the project is found indulging in acts inimical to India's national security, the agreement is liable to be terminated and matter shall be reported to concerned authorities for suitable legal/criminal action.

5.9 Application of Indian Telegraph Act and License terms & conditions

The terms and conditions and other directions/instructions/guidelines issued from time to time under the ISP License / Unified License, etc., as applicable, shall be binding mutatis mutandis. Further, Indian Telegraph Act, 1885, and rules framed thereunder, shall be binding mutatis mutandis.



SECTION-VI

FINANCIAL CONDITIONS

6.1 This project shall be implemented by the USP through BharatNet Udyamis (BNUs) for roll out of FTTH connections with a dual subsidy of both capital incentives and Internet Leased Line (ILL) subsidies.

6.2 The USOF subsidy include capital incentives in the form of Front-Loaded Subsidy (FLS) of Rs. 4500/- per FTTH for provisioning of FTTH Connections in GPs/Villages using BharatNet network, which is to be passed on to the revenue share partner (i.e. BharatNet Udyami) through a new revenue sharing agreement, and Internet Leased Line (ILL) subsidy of Rs. 4 Lakh per mini-OLT per 100 Mbps for one year.

6.3 The subsidy shall be Rs. 445 Crore for provisioning of five Lakh FTTH connections. The details of the total project cost are as below:

Sl. No.	Items	Maximum cost for five Lakh FTTH Connections
1	Capital incentive of Rs. 4500/- per FTTH	Rs. 225 crore
2	ILL subsidy of Rs. 4 Lakh per mini-OLT per 100 Mbps for one year.	Rs. 220 crore
	Total cost	Rs. 445 crore

6.4 USP shall claim the ILL subsidy, within the overall cost of Rs. 220 Crore, as per the actuals. Thus, maximum ILL subsidy payable to USP is Rs. 220 Crore for one year only. ILL subsidy will be given on pro-rata basis, based on the number of net connections, if net FTTH connections is provided less than 5 lakhs.

6.5 Subsidy (Capital Incentive + ILL) shall be limited upto Rs. 8900/- per FTTH connections on net addition basis. Accordingly, total subsidy outflow from the USOF will be limited to Rs. 8900/- multiply by (X) number of net FTTH connections.

6.6 The capital incentive will be paid to USP for net addition of FTTH connections.

6.7 The capital incentive will be paid on the basis of net FTTH connections at last day of every quarter till net FTTH connections reach 5 Lakhs.

6.8 Capital incentive will be paid on the basis of actual expenditure, subject to maximum of Rs. 4500/- per FTTH, incurred by USP for rolling out FTTH connections.

6.9 In addition of subsidy mentioned in para 6.3 above, one-time incentive of Rs. 300/- per FTTH connection will also be provided to USP, if FTTH connections run for one year. This additional incentive would compensate USP to provide new FTTH connections against permanently closed FTTH connections.

6.10 USP shall ensure and certify that the ILL subsidy is entirely passed on to the end customers through a visible reduction in their monthly rentals.

6.11 USP shall onboard more revenue share partners so that more numbers of mini-OLTs are available to ensure faster roll out of FTTH connections in GPs/Villages using BharatNet.

6.12 For optimum utilization of Mini-OLT, GPs/Villages can be clustered for providing FTTH Broadband connections by using one Mini OLT.

6.13 Schedule for Disbursement of subsidy:

Release of Capital incentives and ILL subsidy shall be contingent upon physical progress and utilization of funds made available to the USP, as per the schedule given below:

(i) **Capital Incentives:** Capital incentive per FTTH connection shall be payable to the USP on a quarterly basis, on commissioning of FTTH connections on net addition basis. These FTTH connections should be visible in the OSS, BSS and NOC. Capital incentive will be paid in the instalments, as below:

(a) First Instalment: Rs. 3000 per FTTH, on the basis of net FTTH connections at the last day of every quarter till net FTTH connections reach 5 Lakhs or date of short closure mentioned in the para 2.5 of this Agreement, whichever is earlier.



(b) Second Instalment: Rs. 750 per FTTH, based on the utilization certificate of previous releases.

(c) Third Instalment: Rs. 750 per FTTH, based on the utilization certificate of previous releases.

(d) In addition of para 6.3 above, one-time additional incentive of Rs. 300/- per FTTH connection will also be paid to USP, if FTTH connections run for one year.

Explanation: Net additions shall mean the number of FTTH connections added after making adjustment for the permanently closed FTTH connections.

(ii) **ILL Subsidy:** The ILL subsidy shall be paid on actuals after commissioning of ILL at Mini-OLT, on quarterly installments, for a period of one year from the date of commissioning of ILL at Mini-OLT. Thereafter, USP will continue to provide services without any further support from USOF. For ILL subsidy, USP shall submit the report for commissioning of ILL at Mini-OLT.

(iii) Revenue accrued and payable to the USOF, as per the extant revenue share agreement between BBNL/USOF and BSNL, shall be adjusted and ILL subsidy claims shall be submitted by the USP after netting the revenue shared. After the period of ILL subsidy, revenue share shall be paid to USOF/BBNL, as per the extant revenue share agreement.

(iv) USP shall not receive any financial support for the same purpose, from other sources like State Governments or independent investors, etc.

(v) USP shall maintain the ILL for at least 99 % of time, on monthly basis. For below 99% uptime, the payment of ILL shall be made on pro-rata basis (i.e. monthly charges multiplied by percentage of monthly uptime). No payment for ILL shall be paid, where uptime of an ILL is below 70% for that month.

(vi) USP shall submit the claim for each quarter along with supporting documents within 30 days of the end of quarter to the CCA Delhi. Subsequent to the submission of claim by USP, CCA Delhi shall settle claims of USP on quarterly basis, based on claim statement and certified [by GM (Utilization) BharatNet] supporting documents for SLA and penalties, within one month from the date of receipt of claim from USP. For the first claim, USP is allowed to submit a single claim till the date of agreement to CCA Delhi. The following documents shall be submitted by USP:

- a) Statement of Capital Incentives subsidy claim and ILL subsidy claim in **Annexure-II**, along with supporting documents duly signed by the Authorized signatory of the Company. (**Annexure-I, IV and V**).
- b) Utilization Certificate in the **Annexure-VI**.
- c) Auditor report in **Annexure-III** (if account is audited).

6.14 ILL provisioning report, mini-OLT wise and State-wise. USP shall submit the claim for Capital incentives and ILL subsidy, along with the supporting documents, as per para 6.13 above. Subsequent to submission of the claim along with supporting documents, CCA Delhi shall settle the claims of USP.

6.15 BharatNet Vertical shall check and verify the USP's claims through OSS/BSS/NOC and shall certify the claims for disbursement of subsidy claim in the given format at **Annexure-VII**.

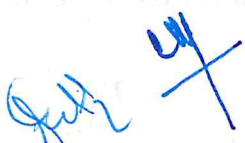
6.16 All claims for Capital incentives and ILL subsidy shall be accompanied by a pre-receipted bill with revenue stamp.

6.17 The Capital incentives and ILL subsidy shall be paid after making adjustment, if any, for the previous payments instalment(s).

6.18 Final adjustment, if any, in respect of excess or shortage in the disbursed amount shall be made, based on the statements duly certified by Statutory Auditors of the USP. Auditor report is mandatory for final settlement of account.

6.19 The claims of USP would be said to be settled only after adjustment & recovery of any outstanding dues, etc. as per the Agreement or recovery of inadmissible/excess funding as ascertained on the basis of scrutiny conducted by USOF or its authorized representatives to authenticate the claims during the Agreement period.

6.20 In case USP is found to have claimed and received in excess of 10% of the amount due to them, the excess amount shall be recovered along with an interest from the date of disbursement at the Prime Lending Rate (PLR) of State Bank of India prevalent on the day the disbursement was made. The interest shall be compounded monthly and a part of the month shall be reckoned as a full month for the purposes of calculation of interest (Month for this purpose shall be taken as an



English calendar month). No further funding shall be disbursed until final adjustment of the excess payment.

6.21 No interest shall be payable for any short/ late payment made to the USP by the USOF.

6.22 The subsidy claims shall be required to be audited by the Auditors of the USP appointed under Section 224 of the Companies Act, 1956 or section 139 or any other relevant section of new Companies Act, 2013. The reports of the Auditors submitted by USP should be in prescribed form given in **Annexure-III**, to be filed with CCA Delhi within 7 (Seven) calendar days of the date of signing the audit report but not later than 30th September of the following year.

6.23 Liquidated Damages: For FTTH broadband connections, not provided as per Rollout period mentioned in the Agreement, without prior written concurrence of the Administrator, the delayed period shall entail recovery of Liquidated Damages (L.D.), at the rate of Rs. 50 per FTTH broadband connection per month is to be levied, subject to maximum of Rs. 500 per FTTH connection.

6.24 The Administrator, to ensure proper and correct verification of Subsidy paid, can if deemed necessary modify, alter, or substitute and amend whatever is stated herein

6.25 Maintenance of Records:

6.25.1 The USP will draw, keep and furnish accounts for FTTH connections for which the Agreement has been entered into and it shall fully comply with Orders, Directions or Regulations, as may be issued from time to time, by the ADMINISTRATOR.

6.25.2 The records of the USP shall be subject to such scrutiny as may be prescribed by the Administrator so as to facilitate independent verification of the Subsidy claimed.

6.25.3 The ADMINISTRATOR, shall have the right to call for, and the USP shall be obliged to maintain, supply and provide for examination of the books of accounts and records of faults. The USP shall also be required to supply and provide for examination any other records that it maintains in respect of the business carried on to provide the Service(s) under this Agreement at any time.

6.25.4 The USP shall invariably preserve all accounting records and other records (electronic as well as hard copy) for a period of THREE years from the date of publishing of duly audited & approved Accounts of the company and any dereliction thereof shall be treated as a material breach independent of any other breach, sufficient to give a cause for cancellation of the AGREEMENT.

6.26 In order to ensure effective utilisation of the USO fund released for rendering the obligations by USP and proper & correct verification of subsidy paid, audit of the billing, revenue, accounting records & ensuring compliance, for the deliverables and agreement conditions, as claimed in its subsidy claim, over the period of the Agreement, the Administrator can issue instructions/directions, prescribe inspection & verification guidelines/procedures, formats for monitoring performance, formats and certificates with respect to physical and financial progress of the project, financial reports for reconciliation and also can modify, alter, or substitute and amend, if deemed necessary, whatever stated in the Agreement.

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SECTION-VII

DEFINITIONS

7.1 INTERPRETATION OF TERMS/ DEFINITIONS

Unless the context otherwise requires, the different terms and expressions used shall have the meaning assigned to them in the following paragraphs:

7.2 ADMINISTRATOR means the Administrator, Universal Service Obligation Fund in the Department of Telecommunications under Ministry of Communications & IT.

7.3 AGREEMENT means this Agreement.

7.4 EFFECTIVE DATE is the date on which this Agreement comes into effect.

7.5 GOVERNMENT INSTITUTE means institutes wholly maintained out of State funds.

7.6 INDIVIDUAL means all such users other than Government institutes, such as individual households, private commercial/ non-commercial establishments, etc.

7.7 ISP means the Internet Service Provider

7.8 LICENCE means a License, granted or having effect as if granted under section 4 of the Indian Telegraph Act, 1885 and Indian Wireless Act, 1933.

7.9 LICENSEE means a licensee who has been awarded License to provide the service (Basic and/ or unified Access Service), within the geographical boundaries of the specified Service Area under the Indian Telegraph Act, 1885.

7.10 QUALITY OF SERVICE (QoS) is evaluated on the basis of observable measure on the grade of service or the response time and also includes acceptable grade of number of faults per unit population of the subscriber served, the mean time to restore (MTTR), faults carried over beyond the MTTR and the satisfactory disposal thereof, as prescribed by TRAI vide Notification

7.11 SERVICE AREA: Service Area means the territorial jurisdiction as specified under the ISP License except the areas that may be notified to be excluded from time to time.



7.12 CAPEX means Capital expenditure under the project;

7.13 TRAI means Telecom Regulatory Authority of India constituted under the TRAI Act, 1997 as amended from time to time.

7.14 UNIVERSAL SERVICE PROVIDER (USP) means such entities like CMTS/UASL/UL/ISP Licensees, which have entered into an Agreement with the Administrator for provision of specified Universal Service.

7.15 USO means Universal Service Obligation, as enunciated in Indian Telegraph (Amendment) Act, 2003, and the Rules framed there under.

7.16 USOF means the Universal Service Obligation Fund, established under Indian Telegraph (Amendment) Act, 2003 and Rules framed there-under.

7.17 BharatNet Udyami (BNU) means a revenue share partner of the USP, who will sign a revenue sharing agreement with the USP, as per their techno-commercial arrangements. BNU could be a Multi System Operator (MSO), Local Cable Operator (LCO), Virtual network Operator (VNO), Virtual Telecom Service Provider (TSP), Internet Service Provider (ISP), Start-up, MSME, Local Entrepreneur, Self Help Group (SHG), any individual, etc.

7.18 GIGABIT PASSIVE OPTICAL NETWORKS means a point-to-multipoint access mechanism. Its main characteristic is the use of passive splitters in the fibre distribution network, enabling one single feeding fibre from the service provider's central office to serve multiple homes and small businesses.

7.19 NETWORK OPERATIONS CENTRE (NOC)/NETWORK MANAGEMENT SYSTEM (NMS) means one or more locations from which network monitoring and control or network management, is exercised over a set of computer(s), telecommunication and/or satellite network devices;

7.20 OPTICAL NETWORK TERMINAL (ONT) means a network interface device used for fibre termination at end location;

7.21 OFC means Optical Fibre Cable;

7.22 FTTH means Fiber to the Home

7.23 OLT means Optical Line Terminal

PROFORMA FOR SELF CERTIFICATION BY UNIVERSAL SERVICE PROVIDER

1. I,, aged about years s/o, d/o Shri....., resident of, do solemnly affirm and state as under:
2. That I am of(Name of the Company), and I am duly authorized by the resolutions datedpassed by Board of Directors of the Company to furnish a Certificate on behalf of.....(Name of the Company).
3. That as per the Agreement signed with Administrator, USOF vide Agreement No.dated.....for rolling out FTTH connections in GPs/Villages using BharatNet network, total number of Mini-OLTs along with associated infrastructure required for providing FTTH connections, atleast 100 Mbps Internet Leased Line at number of Mini-OLTs and total number ofnet FTTH connections have been commissioned successfully, total number of FTTH connections running for more than one year, using BharatNet during the period..... The lists of GP-Wise commissioning of Mini OLT, along with ILL provisioned at Mini-OLTs and FTTH connections commissioned under the project are enclosed at **Annexure-IV** and **Annexure-V**.
4. That the details of the components mentioned above are true and correct, based on the records of the company, which are available for further verification by the appropriate authorities and that the components have been provided and are functional/ services are being rendered for the period in which they have been shown as installed/commissioned.
5. That the components at the infrastructure site shown as installed/ commissioned in the said reporting period have been completed on the dates as shown above.
6. This is to certify that for providing FTTH Broadband connection under the Agreement, there is no duplication in CAPEX funding to USP through any other projects of Central or State Governments. Any financial support is not received for the same FTTH connection, from other sources like State Governments or Central Government or independent investors etc.

7. This is to certify that capital incentive and ILL Subsidy is claimed only for new connections in GPs/Villages using BharatNet and no funding is claimed for already working connections, as per the USP commercial viability.
8. This is to certify that a total number ofnet FTTH connections, a total number ofMini-OLTs along with atleast 100 Mbps ILL andtotal number of FTTH connections run for more than one year, are visible and live in OSS/BSS/IT system of the USP as on
9. This is to certify that Minimum 25 Mbps of download speed to each FTTH customers is provided by the USP and no charges, other than monthly tariff, is charged from the customer by USP or its franchisees/agents/BNUs.
10. This is to certify that the ILL subsidy is entirely passed on to the end customers through a visible reduction in their monthly rentals.
11. This is to certify that capital incentives claim is based on the actual capital incentives passed on by the USP.
12. The contents of the Self Certification are true and correct, no part of it is false and nothing has been concealed there from.

For and on behalf of (Name of the company)

Signature of the authorized signatory of the USP



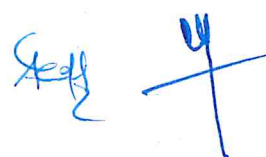
ANNEXURE-II

AFFIDAVIT (ON STAMP PAPER) FORMAT FOR STATEMENT OF CAPITAL INCENTIVES AND ILL SUBSIDY CLAIM

AGREEMENT NO. _____ DATED _____ BETWEEN USOF AND _____

I, _____, aged about _____ years s/o, d/o Shri. _____, resident of _____, do solemnly affirm and state as under:

1. That I am of (_____), Universal Service Provider in Licensed Service Area and I am duly authorized by the resolution dated passed by Board of Directors of the Company to furnish an Affidavit on behalf of (USP).
2. That the claim pertains to **rollout of FTTH connections through BharatNet Network in GPs/Villages** after the date of entering into the Agreement, for which commissioning self-certificate is submitted as **Annexure-I**, as per the Agreement.
3. That capital incentives claim of Rs. _____ (Rupees _____) is being made for _____ number of net FTTH connections using BharatNet and _____ total number of FTTH connections run for more than one year, for which _____ number of Mini-OLTs along with associated infrastructures and atleast 100 Mbps ILL at Mini-OLT, have been commissioned during the period _____, and as per the Agreement.
4. That ILL subsidy claim of Rs. _____ (Rupees _____) is being made for provisioning of atleast 100 Mbps ILL at _____ number of Mini-OLTs, during the period _____, and as per the Agreement.
5. That the content of this Annexure, along with **Annexure-I** are true and correct to the best of my knowledge, based on the records of the company, which are available for further verification by the appropriate authorities and that the infrastructure required for rolling out of FTTH connections in GPs/Villages using BharatNet, have been commissioned & were functional and _____ net FTTH connections are live and visible in OSS/BSS/IT system of the USP.
6. That any advance claimed and paid to USP for last mile infrastructure and ILL, shall be adjustable against the amount payable for the infrastructure.
7. That any capital incentives and ILL subsidy claimed in arrears or in advance shall be utilized for the purpose as stipulated in the Agreement.



8. That excess payment or shortage, if any, in the capital incentives and ILL subsidy, received shall be adjusted in the following Installment(s), based on the statements duly certified by the Auditors of the Company and scrutiny as prescribed by the Administrator.

9. The services provided under this Agreement have not been utilized in claiming CAPEX under any other Agreement entered into with the Administrator.

10. That the Last Mile infrastructure that have been commissioned and ILL provisioned at Mini- OLTs, under the Agreement are being and would continue to be operated & maintained as per the terms & conditions of the Agreement and the relevant License Agreement.

11. I understand that Administrator or his representative shall have the right to inspect & verify the Last Mile infrastructure and ILL provisioned at Mini-OLTs and records & systems, during the currency of the Agreement and if any deficiency is observed the subsidy paid to the company shall be recovered forthwith, without prejudice to the right of Administrator to take any other action(s) as deemed fit.

For and on behalf of USP

Signature& Stamp of the authorized signatory of the USP

Handwritten signature in blue ink and a large blue 'X' mark.

**FORMAT FOR AUDITOR'S REPORT ON STATEMENT OF CLAIM FOR
SUBSIDY FROM USOF**

To
The Board of Directors

We have examined the attached Statement(s) of claim for capital incentives and ILL subsidy from USO Fund of.....(The name of the Universal Service Provider) for the period (s) from..... To..... We understand that the aforesaid statement(s) is /are to be furnished to the Central Government for assessment of the subsidy payable to the Universal Service Provider by the Government, in terms of the Agreement No. _____ for disbursement of funds for capital incentives and ILL subsidy **for rolling out FTTH connections in GPs/Villages using BharatNet network** under Universal Service Obligation.

We report that:

1. We have examined all the records and obtained all the information and explanations, which to the best of our knowledge and belief were necessary for the purposes of our audit.
2. In our opinion and to the best of our knowledge and belief and according to the explanations given to us, the Statements have been prepared in accordance with the conditions contained in the said Agreement and instructions/guidelines issued there under and clarification thereon in this behalf and gives a true and fair view of the capital incentives and ILL subsidy claims and utilized for the period computed on the basis of the aforesaid conditions.
3. In our opinion and to the best of information, record of commissioning of number of Mini-OLTs along with provisioning of atleast 100 Mbps ILL at each Mini-OLT and required infrastructure for rolling out of five Lakh FTTH connections in GPs/Villages using BharatNet network, interruption of FTTH services, uptime of ILL, record of internet traffic generated and revenue figures is kept in such a manner as to reflect the correct positions, for the purpose of claiming subsidy.

(Name and Signature of the Auditor signing)

FOR AND ON BEHALF OF (NAME OF THE AUDITOR FIRM)



ANNEXURE-IV

FORMAT FOR GP WISE COMMISSIONING OF MINI-OLT ALONG WITH ILL BANDWIDTH PROVISIONED AT MINI-OLT

S. No	State	District	Block	GP	Census Code of GP	Whether GP is clustered with another GP (Y/N)	If Yes, Census code of other GPs with whom this GP is clustered	Whether mini-OLT is installed in this GP (Y/N)	Date of commissioning of mini-OLT	Mini OLT IP	Date of ILL Bandwidth provisioned at Mini-OLT	Total ILL Bandwidth Provisioned at Mini-OLT	Actual ILL traffic at Mini-OLT (in GB)	Total No. of FTTH connections Provided in GP
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Note: USP will submit this information in the first week of every month in the above format.

[Handwritten signature]

FORMAT FOR GP WISE COMMISSIONING OF FTTH CONNECTIONS

S. No.	State	District	Block	GP	Census Code of GP	Name of the FTTH customer	Address of the FTTH customer	Date of activation of FTTH connection	Whether FTTH connection given to Institutional / Individual	Name of Institution, if FTTH is given to Institution	FTTH Plan given to customer	If the connection is permanentl y closed, Date of permanentl y closed
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Note: USP will submit the GP-wise commissioning of FTTH connections to USOF in the first week of every month in the above format.




ANNEXURE-VI**FORM OF UTILIZATION CERTIFICATE**

Agreement No. _____ Dated _____

Sl. No.	USOF installments payments	Sanction letter No.	Amount
1	Installment payment No. 1		
2	Installment payment No. 2		
...	Installment payment No.		

1. I certify that a sum of Rs. _____ Cr. for rolling out of FTTH connections in GPs/Villages using BharatNet network, was received, as per details given above.
2. It is also certified that out of the above-mentioned total funds of Rs. _____ Cr.; a sum of Rs. _____ Cr. only has been utilized for the purpose for which it was sanctioned. It is further certified that the unspent balance of Rs. _____ only was remaining as on _____ (date).
3. Certified that I have satisfied myself that the terms & conditions of the Agreement No. _____ dated _____ have been duly fulfilled/are being fulfilled for which USOF fund was sanctioned and I have exercised the following checks to see that the money has been actually utilized for the purpose for which it was sanctioned.
 - i) USP's statement of accounts w.e.f. _____ (Date) have been duly audited and are enclosed/ would be submitted in final claim / would be forwarded by(specify the date) in accordance to Financial Condition of the Agreement.
 - ii) The deliverables and contractual obligations have been complied according to the requirements as per the Agreement.
4. The utilization of the aforesaid funds has resulted in following outputs/outcomes: -
 - (i) _____ , (ii) _____
5. It is also certified that the terms & conditions of the Agreement have been complied with and the responsibilities assigned under the Agreement has also been satisfactorily completed.

For and on behalf of USP**Signature & Stamp of the authorized signatory of the USP**