

Agreement

With

Bharat Sanchar Nigam Limited

For

Setting up

25,000 Wi-Fi Hotspots

At Rural Telephone Exchanges

UNDER

UNIVERSAL SERVICE OBLIGATION FUND

No. 30-185-2/2017-BB-USOF

DATED 09/06/2017

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

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. Sanjay Singh, Administrator, USOF, Department of Telecommunications, under Government of India and having its office at 2nd Floor, 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 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. Anupam Shrivastava, CMD, 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 and the Administrator agreed to enter into an Agreement for setting up **25,000 Public Wi-Fi Hotspots at Telephone Exchanges of BSNL in rural areas using BSNL Fibre** for providing the internet services over Wi-Fi network on non-discriminatory basis to all users.

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 setting up of Wi-Fi Hotspots at 25,000 RURAL telephone exchanges.
2. This Agreement will remain valid for 42 months from the effective date 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 09.06.2017.
5. **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.
6. **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.
7. **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.
8. **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 thereunder. 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.
9. **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.

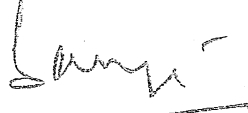


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the 09.06.2017.

Signed for and on behalf of President of India

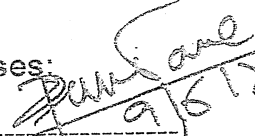

(Anupam Shrivastava)
CMD, BSNL
Bharat Sanchar Bhawan
H.C. Mathur Lane, Janpath
New Delhi - 110001

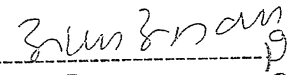
अनुपम श्रीवास्तव
ANUPAM SHRIVASTAVA
अध्यक्ष एवं प्रबंध निदेशक
Chairman & Managing Director
भारत संचार निगम लि., नई दिल्ली
B.S.N. Ltd., New Delhi


(Sanjay Singh)
Administrator
Universal Service Obligation Fund
Department of Telecommunications
Sanchar Bhawan, 20 Ashoka Road
New Delhi - 110001

(संजय सिंह)
(SANJAY SINGH)
प्रशासक सार्वभौमिक सेवा वाशित्व विधि
Administrator USO Fund
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली / New Delhi

Witnesses:


9/6/17
H.C. PANT
es & com (you)
BSNL


9/6/17
Anun Agarwal
Director, USO F
Dept. of Telecom
New Delhi

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) as applicable.
- 2.2 The Universal Service Provider (USP) i.e. M/s Bharat Sanchar Nigam Limited 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 objective of the scheme is to set up 25,000 public Wi-Fi hotspots at rural telephone exchanges of BSNL.
 - 2.3.2 USP shall provide broadband internet access over Wi-Fi leveraging BSNL backhaul. The target end-user devices would be smartphones, tablets, etc.
 - 2.3.3 USOF shall provide financial support as per the Financial Conditions of the Agreement.
 - 2.3.4 The infrastructure created under this project shall be owned by BSNL.
 - 2.3.5 BSNL shall select 25,000 rural exchanges from the list as placed at Appendix-I and the same shall be intimated to USOF separately.
- 2.4 **Deliverables**
 - 2.4.1 The USP shall be solely responsible for supply, installation, Testing, Commissioning, Operation & Maintenance of all the infrastructure created under the project for setting up of Wi-Fi Hotspots in 25000 rural telephone exchanges (as per Appendix-I), including their associated core network.
 - 2.4.2 USP shall provide broadband internet access services over Wi-Fi on non-discriminatory basis to all the users.
 - 2.4.3 USP shall setup 1 Access Point (AP) for each Wi-Fi Hotspots using its own backhaul network with bandwidth of at least 2 Mbps and shall fix a download limit of 4 GB per device per month.