



Telecom Regulatory Authority of India



Consultation on
The Register of Interconnection Agreements (Broadcasting
and Cable Services) Regulations, 2016

23 March, 2016

Mahanagar Doorsanchar Bhawan,
Jawahar Lal Nehru Marg,
New Delhi-11000

Stakeholders are requested to furnish their written comments on consultation paper on the Register of Interconnection Agreements (Broadcasting and Cable Services) Regulations, 2016, by the 25/04/2016. Counter-comments, if any, may be submitted by 09/05/2016. The comments and counter-comments may be sent, preferably in electronic form to Advisor (B&CS), TRAI by Email sksinghal@traigov.in and smk.chandra@traigov.in

For any clarification/ information, Shri S. K. Singhal, Advisor (B&CS), TRAI, may be contacted at Telephone No. +91-11-23221509

Consultation on the Register of Interconnection Agreements (Broadcasting and Cable Services) Regulations, 2016

Background:

1. Broadcasting and Cable Services were brought within the ambit of telecommunication services in terms of section 2(k) of the Telecom Regulatory Authority of India Act 1997 in the year 2004.

2. Accordingly, the Authority had put in place regulatory framework for Interconnection through the Telecommunication (Broadcasting and Cable Services) Interconnection Regulations, 2004 dated 10th December 2004 and the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable TV Systems) Regulations, 2012 dated 30th April 2012 for regulating interconnect arrangements for broadcasting and cable services. These regulations mandate service providers to have written interconnection agreements for provisioning of signals of pay channels (as declared by respective broadcaster under the relevant tariff order).

3. Section 11 (1) (b) of the TRAI Act, 1997 mandates the Authority to discharge the following functions:

“vii. Maintain register of inter-connect agreements and of all such other matters as may be provided in the regulations;

viii. Keep register maintained under clause (vii) open for inspection to any member of public on payment of such fee and compliance of such other requirements as may be provided in the regulations;”

4. Keeping in view the aforesaid provisions of the TRAI Act and the regulatory framework for interconnection, the Authority notified separate regulations namely, “The Register of Interconnect Agreements (Broadcasting and Cable Services) Regulation 2004” (15 of 2004) on 31.12.2004, (herein after referred as the Register of

interconnection regulations) which prescribe modalities for the maintenance of the Register of Interconnection Agreements for broadcasting and cable services. The said regulations were amended from time to time, in line with changes in interconnection regulations.

5. Current regulatory framework for interconnection mandates written interconnection agreements between:

- (a) a broadcaster of pay TV channels and distributors of such TV channels
- (b) a Multi System Operator (MSO) and local cable operator (LCO)
- (c) Headend In The Sky (HITS) operator and LCO

6. The primary objective of register of interconnection regulations is to prescribe the contours of a reporting system to service providers to report interconnection agreement details to the Authority so as to enable the Authority to maintain register of interconnect agreements as per the provisions of TRAI Act. It is also useful for monitoring and analyzing market practices prevailing for interconnection agreements. Presently, the regulations mandate service providers to report the prescribed information, annually.

Need for reviewing the present regulations:

7. On examination of the interconnection filing details submitted by the service providers at present, the Authority has inter-alia observed the following:

- i. The filings received from various service providers are not uniform which make the compilation and analysis very difficult;
- ii. The requirement in the regulations regarding filing of standard affiliation agreement which is interpreted by many service providers as filing of Reference Interconnect Offers again, leading to duplicity of reporting;
- iii. The Telecommunication (Broadcasting and Cable services) Interconnection (Digital Addressable Systems) Regulations, 2012 requires that every broadcaster shall furnish the details of carriage fee paid by it to the Multi

System Operator to the Authority along with the information furnished under the Register of interconnect agreements (Broadcasting and Cable services) Regulation, 2004. A lack of uniformity has been observed in this regard among the broadcasters in furnishing this information;

8. Further, the register of interconnection regulations need to be updated to account various changes subsequently done in regulatory framework

9. Presently, the periodicity of the reporting is once in a year. Since, validity of most of the interconnection agreements signed is also one year. By the time these are reported as per the requirement specified under the regulations, their validity is already over. Therefore, in such cases, it is not possible to take any corrective action even if some changes are felt necessary and such agreements become fait accompli.

10. The sunset date notified by the Central Government for analog signals and to implement Phase-III implementation of digital addressable cable system (DAS) was 31st December 2015. This has resulted in significant penetration of digital signals in urban and semi urban areas. The digitization of cable services in the rest of the country would be completed by 31st December 2016. This has paved way to large number of MSO registrations with the Government.

11. As per the latest data available, 757 Multi system operators are registered with Ministry of Information and Broadcasting (as on 26.02.2016, 522 MSOs have been granted provisional registration and 235 MSOs have been granted permanent registration). At present, around 51 Broadcasters have declared either few or all of their channels as pay channels (total 252 TV channels) to the Authority. Therefore, the volume of interconnection agreements is large.

12. The information reporting system relating to these interconnection agreements should be simple and easy to update. With the pervasiveness of Information and communication technologies (ICTs), the required information is maintained by most of the service providers in the electronic format. Therefore, it may be easy for them to

communicate the required information in the electronic format itself. Taking into account the voluminous nature of the information, its validation and the need to maintain register for easy analysis/ information retrieval; it is felt that the reporting system may be changed to electronic format.

Contents and confidential portion of the register:

13. The basic principles of the existing interconnection regulations for broadcaster are ‘must provide’ and ‘non-discrimination’. Therefore, every broadcaster is required to disclose its commercial terms transparently, so that distributor of TV channels can seek interconnection and access the TV signal from the broadcaster on non-discriminatory terms for retransmission in its network.

14. Similarly, the distributor of TV channels is governed by ‘must carry’ and ‘non-discriminatory’ provisions including carriage fee for distribution of the TV signals. Therefore, the distributor of TV channels is required to disclose its commercial terms and conditions transparently to enable broadcasters or local cable operators to enter into interconnection agreement on non-discriminatory terms.

15. The objective of ‘non-discriminatory’ interconnection agreements cannot be effectively achieved by denying access to certain commercial information of the signed agreements to interested stakeholders. Providing access to relevant commercial information will help service providers to engage in interconnection arrangements looking at the data and trends. It will support level playing field and encourage competition based on efficiency and quality of service. On the other hand one may argue that revealing commercial information may affect business relations of some service providers. Therefore, one way of utilizing the information without affecting individual service provider is to provide access to trend analysis in the form of reports. This may help in curbing discrimination and work towards self regulation. However, to carry out meaningful trend analysis, under the regulatory framework for interconnection, it may be necessary that all service providers use the same parameters for commercial terms in the agreements. Other way of utilizing the

information without affecting individual service provider could be to disclose the commercial information after hiding the identity of the provider¹ and seeker². In this context stakeholders are requested to comment on:

Q1. Why all information including commercial portion of register should not be made accessible to any interested stakeholders?

Q2. If the commercial information is to be made accessible,

(a) In which way, out of the three ways discussed above or any other way, the commercial information should be made accessible to fulfill the objective of non-discrimination?

(b) Should it be accessible only to the service providers, general public or both?

(c) Should any condition be imposed on the information seeker to protect the commercial interests of the service providers?

Q3. If the commercial information is not made accessible to stakeholders, then in what form the provisions under clause (vii) and (viii) of Section 11 (1) (b) of TRAI Act be implemented in broadcasting and cable sector so that the objective of non-discrimination is also met simultaneously?

Reporting of information:

16. Presently the interconnection details, that are valid during reported year and amendments there on, are being reported to TRAI on annual basis. Such filing on annual basis results in compilation of huge data by the service providers. Further, the submitted information is repetitive for some agreements whose term of validity is

¹ Here provider refers to the service provider who is providing the signal

² Here seeker refers to the service provider who is receiving the signal.

longer than one year or whose term is spilling over next reporting period. There is a need to simplify this mechanism by changing the mode and periodicity of filing. One way of achieving the same is to provide flexibility in reporting the interconnection details throughout the year within certain days of signing of interconnection agreement (say one month). This can be done by electronically accepting the reports on monthly basis. Other way could be submit the information on real time basis, so that whenever the agreement is signed, one copy of the same is forwarded along with the required information to TRAI. On several occasions it has been noticed by the Authority that the information so reported by the service providers is found to be either incomplete or inaccurate, therefore signing by authorized officer will ensure the responsibility in cases of filing of misleading, inaccurate, incomplete information. Since the information/details to be submitted to the Authority needs to be properly authenticated and the reporting company should be made accountable for deviations in the information so reported, therefore it may be signed by the authorized officer of the company such as company secretary or general counsel in cases where the service provider is not registered as a company.

In order to deliberate on the issues in a structured and focussed manner, the draft Register of Interconnect Agreements (Broadcasting and Cable Services) Regulations, 2016 is enclosed at **Annexure**.

In this context:

Q4. Please provide suggestions on regulation 5 of the draft regulations regarding periodicity, authentication etc.

Q5. Please provide comments on how to ensure that service providers report accurate details in compliance of regulations?

Q6. Please provide comments on digitally signed method of reporting the information.

Format of reports:

17. As explained earlier, the details of interconnection agreements being reported under the present regulations have become too voluminous with the growing

number of broadcasters and the distributor of TV channels. The stakeholders have also requested in several forums to review and simplify the same.

18. The draft regulations contain schedules in which formats have been proposed for easy compilation and reporting. In order to avoid duplicity of information, these formats are designed keeping in view the principle that the provider of TV channel signals are access to the distribution network would report the interconnect details to the Authority. Thus, the details of interconnect agreements between broadcaster of pay channel and distributor of TV channels shall be reported by the broadcaster of pay channel. Similarly the interconnect details of MSO/HITS and LCO shall be reported by the MSO/ HITS. Further, the carriage details wherever applicable shall be reported by MSOs/HITS/DTH operators. Accordingly, the formats are given in the schedules which are designed keeping in view the electronic filing. For this purpose, suitable online systems need to be developed. However, for the interim, acceptance of reports through excel and PDF formats with suitable digital signatures can be considered. The purpose of this exercise is to simplify the reporting procedure and work towards ease of doing business.

In this context:

Q7. Please provide suggestions on regulation 6 of draft regulations and also the formats given in schedules? Stakeholders can also suggest modified format for reporting to make it simple and easy to file.

Q8. Any other suggestions relevant to the draft regulations.

Annexure

Draft regulations for consultation

TO BE PUBLISHED IN THE GAZETTE OF INDIA, EXTRAORDINARY,

PART III, SECTION 4

THE REGISTER OF INTERCONNECT AGREEMENTS (BROADCASTING AND CABLE SERVICES) REGULATIONS, 2016

(No. _ of 2016)

TELECOM REGULATORY AUTHORITY OF INDIA

NOTIFICATION

New Delhi, the Mar, 2016

F. No. ___/2016- B&CS.-- In exercise of the powers conferred by section 36, read with sub-clauses (iv), (vii) and (viii) of clause (b) of sub-section (1) of section 11 of the Telecom Regulatory Authority of India Act, 1997 (24 of 1997), read with notification of the Government of India, in the Ministry of Communication and Information Technology (Department of Telecommunication) No.39,

(a) issued, in exercise of the powers conferred upon the Central Government by proviso to clause (k) of sub-section (1) of section 2 and clause (d) of sub-section (1) of section 11 of the said Act, and

(b) published under notification No. 39 (S.O. 44 (E) and 45 (E)) dated the 9th January, 2004 in the Gazette of India, Extraordinary, Part II- Section 3- Sub-section (ii), ----

the Telecom Regulatory Authority of India hereby makes the following regulations, namely:-

1. Short title, extent and commencement.-----(1) These regulations shall be called "The Register of Interconnect Agreements (Broadcasting and Cable Services) Regulations, 2016" (of 2016) (hereinafter called the regulations).

(2) These regulations prescribe the procedure for the maintenance of the register of interconnect agreements entered into by broadcasters of pay channels and distributors of TV channels.

(3) These regulations shall be applicable to

- (a) all broadcasters of pay channels and distributors of TV channels and,
- (b) all interconnect agreements entered into by broadcasters of pay channels and distributors of TV channels before or after coming into effect of these regulations.

(4) These regulations shall come into effect from the date of their publication in the official Gazette.

2. Definitions

In the regulation, unless the context otherwise requires:

- (a) "**Act**" means the Telecom Regulatory Authority of India Act, 1997;
- (b) "**Authority**" means the Telecom Regulatory Authority of India;
- (c) "**a-la-carte**" with reference to offering of a TV channel means offering the channel individually on a standalone basis;
- (d) "**a-la-carte rate**" means the rate at which a standalone individual channel is offered to the distributor of TV channels or to the subscriber, as the case may be;
- (e) "**basic service tier**" means a package of free-to-air channels to be offered, with an option to subscribe, by a cable operator for a single price to subscribers of the area in which his cable television network is providing service;

- (f) **“bouquet” or “bouquet of channels”** means an assortment of distinct channels, offered together as a group or as a bundle;
- (g) **“broadcaster”** means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, uplinking permission or downlinking permission, as may be applicable for its channels, from the Central Government, provides programming services;
- (h) **"cable operator"** means any person who provides cable service through a cable television network or otherwise controls or is responsible for the management and operation of a cable television network and fulfils the prescribed eligibility criteria and conditions;
- (i) **"cable service"** means the transmission by cables of programmes including re-transmission by cables of any broadcast television signals;
- (j) **"cable television network"** means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable services for reception by multiple subscribers;
- (k) **"consumer"** means any person, who is subscriber of any broadcasting service(s) in the territory of India;
- (l) **“direct to home operator”** means an operator licensed by the Central Government to distribute multi channel TV programmes by using a satellite system directly to subscriber’s premises without passing through intermediary such as cable operator or any other distributor of TV channels;
- (m) **“distributor of TV channels”** means any person including an individual, group of persons, public or body corporate, firm or any organisation or body re-transmitting TV channels through electromagnetic waves through cable or through space intended to be received by general public directly or indirectly and such person may include, but is not limited to, a cable operator, direct to home operator, multi system operator, head ends in the sky operator and a service provider offering Internet Protocol television service;

- (n) **"fee"** means any charge(s) prescribed by the Authority from time to time for inspection of the register of interconnect agreements, or for copies thereof;
- (o) **"free to air channel"** means a channel for which no fees is to be paid to the broadcaster for its re-transmission through electromagnetic waves through cable or through space intended to be received by the general public either directly or indirectly;
- (p) **"head end in the sky operator"** or "HITS operator" means any person permitted by the Central Government to -
- (a) distribute multi channel TV programmes in C band or Ku band –
 - (i) by using a satellite system, to intermediaries like cable operators and not directly to subscribers; and
 - (ii) by using its own cable network, if any, to the subscribers of such cable network through Quadrature Amplitude Modulation (QAM) set top boxes, after first downlinking the signals at its terrestrial receiving station; and
 - (b) provide passive infrastructure facilities like transponder space on satellite, earth station facilities, etc. to one or more multi system operators or to any consortium of multi system operators or cable operators, for distribution of multi channel TV programmes, in C band or Ku band through QAM set top boxes, using such infrastructure facilities;
- (q) **"interconnection"** means the technical arrangements under which service providers connect, including through electro-magnetic signals, their equipment, networks and services to enable their customers to have access to the customers, services and /or networks of other service providers;
- (r) **"interconnect agreement"** for the purpose of these regulations means agreements on interconnection including service contract, memorandum of understanding and all its grammatical variations and cognate expressions providing inter-alia terms and conditions of business including commercial terms

between the broadcaster of pay channels and the distributor of TV channel, and also among distributors of TV channels;

- (s) **“Internet Protocol television service”** or **“IPTV service”** means delivery of multi channel television programmes in addressable mode by using Internet Protocol over a closed network of one or more service providers;
- (t) **“multi system operator”** or **“MSO”** means a cable operator who has been granted registration under the Cable Television Networks (Regulation) Act, 1995 and who receives a programming service from a broadcaster and re-transmits the same or transmits his own programming service for simultaneous reception either by multiple subscribers directly or through one or more local cable operators;”
- (u) **“pay channel”** means a channel for which fees is to be paid to the broadcaster by the person receiving the signals from the broadcaster, for its re-transmission through electromagnetic waves through cable or through space intended to be received by the general public either directly or indirectly;
- (v) **"Person"** includes-
 - (i) a firm whether registered or not;
 - (ii) a Hindu undivided family;
 - (iii) a cooperative society;
 - (iv) a company registered under the company’s Act, 1956;
 - (v) every other association of persons whether registered or not under Societies Registration Act, 1860 (21 of 1860);
- (w) **"register"** means the register of interconnect agreements maintained by the Authority either in the print form as a Register and/ or maintained as a data base in electronic form or in any other form as the Authority may prescribe from time to time;

- (x) **“service provider”** means the Government as a service provider and includes a licensee as well as any broadcaster, multi system operator, cable operator or distributor of TV channels;
- (y) **"subscriber”** means a person who receives broadcasting services or cable services from a multi system operator or cable operator or direct to home operator or Internet Protocol television service provider or head end in the sky operator at a place indicated by him to the multi system operator or cable operator or direct to home operator or Internet Protocol television service provider or head end in the sky operator, as the case may be, without further transmitting it to any person and includes ordinary subscribers and commercial subscribers, unless specifically excluded;
- (z) All other words and expressions used in these regulations but not defined, and defined in the Act and rules and regulations made thereunder or the Cable Television Networks (Regulation) Act, 1995 (7 of 1995), shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

3. Contents of the register.-----The Authority shall maintain register in two parts, namely part A and part B, where part A shall contain the names of interconnecting service providers, service areas, the validity periods of such agreements or such other information as decided by the Authority and part B shall contain commercial information or such other information which the Authority may decide to be kept confidential and it shall not be open for inspection by the public.

4. Confidential portion of the register.-----Where any party to an interconnect agreement requests the Authority to keep the whole or any part of the agreement as confidential, the Authority shall take a decision thereon in accordance with the relevant regulations.

5. Reporting of information, relating to interconnect agreements, by broadcaster of pay channel and the distributor of TV Channel .-----**(1)** Every broadcaster of pay channel and distributor of TV Channel shall report the information relating to all interconnect agreements

entered into by them or modifications or amendments or addendums thereto which have signed --

(a) before coming into effect of the regulations that are valid as on the date of commencement of the regulations shall be reported within one month

(b) after coming into effect of these regulations shall be reported by the 10th day of following month -----

in the digitally signed form:

Provided that while doing so,-----.

(a) a company shall furnish a certificate, digitally signed by the company secretary and the authorized representative of the service provider; or

(b) an individual or partnership firm shall furnish a certificate, digitally signed by company secretary or general counsel and the authorized representative of the service provider ----

to the effect that all interconnect agreements or modifications or amendments or addendums thereto reported under this regulation are compliant with all regulations, orders and directions made or issued by the Authority and that they do not contravene the provisions contained in any such regulation, Order or Direction:

Provided further that the Authority may, through a direction, exempt certain class of service providers as specified in that direction, from reporting such information relating to interconnect agreements.

(2.) In case, broadcaster of pay channel submits the report of information as mentioned in sub-regulation (1) with the Authority through a broadcaster with whom it can form bouquet under regulation 10 of the Telecommunication (Broadcasting and Cable Services) Interconnection (Digital Addressable Cable Television Systems) Regulations, 2012, a certificate shall be furnished along with the report to the effect that such broadcaster has been duly authorised to

report such information on behalf of the broadcaster of pay channel and all information in the report is true and correct, and such certificate shall be digitally signed by the company secretary and the authorized representative of the broadcaster of pay channel .

6. Format of reports.----Subject to the provisions contained in regulation 5 of the regulations, the broadcaster of pay channel and the distributor of TV Channel , as the case may be, shall furnish to the Authority, the information relating to the interconnect agreements in the formats specified in Schedule-I (Format for broadcasters of pay channels), Schedule-II (Format for MSO and HITS Operator) or Schedule-III (Format DTH and IPTV Service provider) of the regulations as applicable:

Provided that the Authority may from time to time specify the requirements through a direction, in regard to the manner of filing of data or information, the form or formats of filing, the number of copies to be filed, and other procedural aspects connected and incidental to the filing of details of interconnect agreements.

7. Access to the register.----- (1) Subject to the provisions contained in regulation 3 and 4 of these regulations and any other relevant regulations, the register shall be open for inspection by any member of the public on payment of prescribed fee and upon fulfilling such other conditions as may be specified by the Authority, or through a direction, from time to time:

Provided that the provision of this regulation shall not apply to an interconnect agreement entered in the register in respect of which a period of three years has expired from the date of reporting of such agreement or validity as specified in the agreement has expired whichever in earlier.

(2) Any person seeking inspection of the register shall apply to the officer designated for the purpose by the Authority, detailing therein the information he/ she seeks.

(3) The designated officer shall allow inspection of the register and also make available extracts of the relevant portions of the register on payment of such fee as may be prescribed from time to time.

(4) Authority may also allow access to the register through the web-site maintained by the Authority on such conditions and on payment of such fee as may be prescribed from time to time.

8. Power of Authority to call for any information.-----Notwithstanding anything contained in these regulations, the Authority, in exercise of its power under section 12 of the Act, may, at any time, call for any interconnect agreement or its details from any broadcaster of pay channel or distributor of TV channel , and such broadcaster of pay channels and distributor of TV channel shall furnish such information within such time limit as may be specified by the Authority in the order calling for such information.

9. Repeal . -----The Register of Interconnect Agreement (Broadcasting and Cable Services) Regulation, 2004 dated 31st December 2004 along with its amendments is hereby repealed:

Provided that such repeal shall not affect

- (a) the previous operation of the repealed regulation or anything done or any action taken under the repealed regulation;
- (b) any right, privilege, obligation or liability acquired, accrued or incurred under the regulation so repealed;
- (c) any penalty, forfeiture or punishment incurred in respect of any offence committed against the regulation so repealed; or,
- (d) any investigation, legal proceeding or remedy in respect of any such right, privilege , obligation, liability, penalty, forfeiture or punishment as aforesaid and any such investigation, legal proceeding or remedy may be instituted, continued or enforced, and any such penalty, forfeiture and punishment may be imposed, as if the aforesaid regulation had not been repealed.

Schedule -I

Format for Broadcaster of pay channel

Information relating to interconnect agreements signed between Broadcaster of pay channel and Distributor of TV channel for providing signals of TV channel

Part -A

Name of the broadcaster _____ Month: _____

Name, Address, Contact details of Authorized person:

Table-A1 : Type of Platform: _____ (To be furnished on separate sheets for each type of distribution platform viz. MSO (DAS and non-CAS areas separately), DTH, HITS, IPTV

Name of Distributor with whom the broadcaster has signed agreement	Registration/ License number of distributor	Agreement Number #	Name of the area(s)* for which agreement is signed	Date of signing of agreement	Validity Period of agreement	
					From	To
1	2	3	4	5	6	7

*in case of DTH and HITS Column 3 shall be pan-India

#Note of column 1 of Part B may be referred

Table-A2

Bouquet code	Name of bouquet offered if any	Name of constituent channels of the bouquet	Name of the broadcaster having down linking permission for the channel
1	2	3	4

Note:1. Any offer / agreement wherein payment is received for more than one channel will be considered as bouquet. In case separate name is not given but offered all available channels, the same may be indicated as “Full Bouquet”

2. Bouquet code

Broadcaster of pay channel code			Bouquet number		

Part -B

Commercial details regarding interconnect agreement between Broadcaster and Distributor of TV channel

Name of the broadcaster: _____ Month: _____

Name, Address, Contact details of Authorized person:

Table -B (To be furnished on separate table for each type of distribution platform viz. MSO (DAS and non-CAS areas separately), DTH, HITS, IPTV

Agreement Number	Al-a-Carte / Bouquet	Name of Channels offered (Al-a-Carte / Bouquet)	RIO Price of Al-a-Carte / Bouquet	Subscription fee of Al-a-Carte / Bouquet agreed in Rs.		Unit of subscription fee		Discount of subscription fee in Rs		Remarks
				Fixed	variable	Fixed	variable	Fixed	variable	
1	2	3	4	5	6	7	8	9	10	11

The above details shall be submitted in excel form.

Digitally signed copy of each agreement should be sent to TRAI. The document name of such pdf file should be same as the agreement number.

Note:

Column 1. Every interconnect agreement should be assigned a number in the following format:

Name of pay broadcaster	Type of distributor	Year of signing of contract	Unique number of the contract
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Name of the broadcaster will be as defined by TRAI through direction

Column 2: Only al-a-carte or bouquet should be used. No other nomenclature is permissible.

Column 3: Mention the name of the channel in the case of al-a-carte offering and name of the bouquet for bouquet offering

Column 4: In this column mention the RIO price published for each channel (al-a-carte) or Bouquet as the case may be

Column 5: For reporting figures in this column it may be noted that fixed fee, if considered as minimum guarantee, is prohibited under the regulations for addressable systems.

Column 6: Indicate the variable fee in rupees and suitable units may be selected in column 8.

Column 7&8: Mention Units such as per month' or 'Per subscriber'

Column 9 &10: Discount shall be calculated with respect to the RIO rate. For example: if an al-a-carte channel is given for Rs.7 when its RIO price is Rs 10 the discount will be Rs. 3. Similarly if a bouquet is offered containing 5 channels having each a-la-carte rate, Rs 10, 15, 20, 25, 30 and the same is offered as bouquet for Rs.30 then the discount will be Rs. 70.

Column 11: Please mention remarks to explain wherever require

Format for MSO and HITS provider

Information relating to interconnect agreements signed by Multi System Operator (MSO) or Headend in the Sky (HITS) with the Local Cable Operators (LCOs) for providing access to the network of MSO or HITS provider

Part -A

Name of as per registration/ licence with MIB: _____

Type: _____(MSO/HITS) Month: _____

Name, Address, Contact details of Authorized person: _____

Table-A1 : MSO or HITS To LCO interconnection details

Name of LCO with whom the MSO / HITS has signed agreement	Registration/ number of LCO	Agreement Number #	Name of the area(s)* for which agreement is signed	Date of signing of agreement	Validity Period of agreement	
					From	To
1	2	3	4	5	6	7

#Note of column 1 of Part B1 may be referred

Part – B

Information relating to interconnect agreements signed between MSO and LCO or HITS operator and LCO

Name of as per registration/ licence with MIB: _____

Type: _____(MSO/HITS) Month: _____

Name, Address, Contact details of Authorized person: _____

Table B1 – Revenue share arrangement between MSO /HITS and LCO

Agreement No.	Revenue Share Charges with LCO	Unit of Revenue share charges	Remarks
(1)	(2)	(3)	(4)

Digitally signed copy of each agreement should be sent to TRAI. The document name of such pdf file should be same as the agreement number.

Note:

(1) Format for assigning agreement number will be given through a separate direction

(2.) MSO should report its share in this column. In case of separate arrangement for subscription/ carriage fee/ placement fee the same may be filled in separate rows. In case subscription fee collected from the LCO for the BST, bouquet of pay channels and the bouquet of FTA & pay channels at different rates, the same may be entered as multiple rows by indicating remarks in column (4)

(3.) Unit may be such as “per subscriber” , “lump sum”

Table B2- Revenue share arrangement between MSO /HITS and broadcaster

Agreement Number	Broadcaster with whom carriage fee is agreed	Carriage fee agreed in Rs		Unit of carriage fee		Any other fee agreed with the broadcaster		Remarks
		Fixed	variable	Fixed	variable	fixed	variable	
1	2	3	4	5	6	7	8	

Schedule –III

Format for DTH and IPTV provider

Information relating to interconnect agreements signed by DTH or IPTV with the broadcaster of pay TV channel for retransmission to the subscriber:

Part -A

Name of service provider as per registration with MIB/License:_____

type: _____(DTH/IPTV) Month:_____

Name, Address, Contact details of Authorized person:_____

Table-A1 : DTH & IPTV interconnection details with the broadcaster ,

Name of broadcaster with whom the DTH / IPTV operator has signed agreement	Registration/ License number of broadcaster	Agreement Number #	Name of the area(s)* for which agreement is signed	Date of signing of agreement	Validity Period of agreement	
					From	To
1	2	3	4	5	6	7

Refer note of column 1 part B of Schedule-I

Table B1

Name of service provider as per registration with MIB/License: _____

type: _____(DTH/IPTV) Month: _____

Name, Address, Contact details of Authorized person: _____

Agreement Number	Broadcaster with whom carriage fee is agreed	Carriage fee agreed in Rs		Unit of carriage fee		Any other fee agreed with the broadcaster		Remarks
		Fixed	variable	Fixed	variable	fixed	variable	
1	2	3	4	5	6	7	8	
