

**INTERCONNECT AGREEMENT BETWEEN CABLE TELEVISION
NETWORK (HEAD END OPERATOR) AND CABLE LOOP HOLDER**

This Agreement (the “**Interconnect Agreement**”) is hereby made on the Day.....of2017.

BETWEEN

1)**Cable TV (CTV)** head-end operator namely M/s
(Hereinafterreferredas 1st Party) having its principle office situated at

AND

2)**CTV Loop Holder**namely M/s (Hereinafterreferredas
2nd Party) having its business office situated at.....

(1st Party and 2nd Party hereinafter collectively referred to as the “**Parties**”);

WHEREAS

- (A) PEMRA has granted a Cable TV Distribution Licence No.....to 1st Party for the area of operations offor five (5) years term valid fromto
- (B) 1st Party shall provide its CTV distribution signal to the 2nd Party within its authorized area of operations for further distribution to the end users (customers/ subscriber) through its loop signal under the following terms and conditions applicable on both Parties during the agreement period.
- (C) The 2nd Party intends to provide CTV Services through its CTV loop signal by obtaining signal from the 1st Party for the area of operations i.e.-----
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NOW THEREFORE, both the Parties hereby agree to enter into this Interconnect Agreement as per following terms and conditions;

OBLIGATIONS OF 1STPARTY (HEAD END OPERATOR):

1. The 1stParty hereby undertakes to comply with the copyrights and other intellectual property laws of the country and hereby agrees to bear full responsibility for any claims arising out of copyright infringements.
2. The 1stParty assumes full responsibility for the quality of service/ reception and customer service in the authorized area of operation.
3. The interconnect agreement can be terminated by the 1stParty on any of the following grounds by giving one month notice in advance:-
 - a) Content/ program injection of any sort by the 2ndParty.
 - b) Non-payment of interconnect mutually agreed fee to 1st Party at the start month.
 - c) Non Payments of licence renewal fee and other applicable fee or Surcharge (if any) to PEMRA.
 - d) 2ndParty extends its loop/ service/ operation to an unauthorized area of operations.
 - e) 2ndParty sublets its signal to a 3rdParty.
 - f) Non-compliance of PEMRA laws.

OBLIGATIONS OF 2NDPARTY (LOOP HOLDER):

1. The 2ndParty hereby undertakes to obtain a Loop Holder Licence from PEMRA on the production of this Interconnect Agreement for providing CTV service to its subscribers.
2. The 2nd Party bears full responsibility for the quality of service/ reception and customer service in the authorized area of operation.
3. The 2ndParty undertakes that it shall not inject any program/content or channel other than the signal received from the 1stParty.
4. The 2ndParty shall obtain its own rights of way from local authorities and directly make payments to the utility companies and any other amount payable for its network.
5. This agreement can be terminated by the 2ndParty by giving one month in advance notice to the 1stParty, under intimation to PEMRA, on any of the following grounds:
 - a) Poor quality of service provided by the 1stParty.
 - b) Overcharging by the 1stParty.

- c) 1stParty relaying illegal/ proscribed Channels or content in violation of copy rights, through In-House Channels.
- d) 1stParty violating any clause of this agreement.
- e) Non-compliance of PEMRA laws.

DISPUTE RESOLUTION;

1. In addition to above mentioned terms, any conflict arising out of any matter, not expressly provided in this agreement, shall be dealt in accordance with the PEMRA laws.
2. In case of any dispute, both parties may approach the concerned PEMRA Regional /Sub-office and once the matter is referred to PEMRA, decision of the RGM/ In-charge of the respective PEMRA office would be final and binding on both parties.
3. Both the Parties shall fulfill mutually agreed terms in lieu of services, under this Interconnect Agreement.
4. Both the Parties agreed to comply with the provisions of PEMRA Ordinance, Rules, Regulations made there under and directives of the Authority, issued from time to time.

IN WITNESS WHERE OF the Parties hereby have signed this Agreement on the respective dates mentioned against their names.

For and on behalf of the: 1stParty: For and on behalf of the 2ndParty:

Signature & Thumb impression
CNIC# _____
Dated: _____

Signature & Thumb impression
CNIC# _____
Dated: _____

Witness (No.1) _____

Witness (No.1) _____

Witness (No.2) _____

Witness (No.2) _____