

**TO BE PUBLISHED IN THE GAZETTE OF INDIA, EXTRAORDINARY,
PART III, SECTION 4
TELECOM REGULATORY AUTHORITY OF INDIA
NOTIFICATION**

New Delhi, the 4 September, 2019

F. No. 6-1/2016- B&CS.— In exercise of the powers conferred by section 36, read with sub-clauses (vii) and (viii) of clause (b) of sub-section (1) of section 11 and section 12 of the Telecom Regulatory Authority of India Act, 1997 (No. 24 of 1997), read with notification of the Central Government, in the Ministry of Communication and Information Technology (Department of Telecommunications), No. 39, —

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

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

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

**THE TELECOMMUNICATION (BROADCASTING AND CABLE) SERVICES
REGISTER OF INTERCONNECTION AGREEMENTS AND ALL SUCH OTHER
MATTERS REGULATIONS, 2019
(No. 02 of 2019)**

CHAPTER- I

PRELIMINARY

1. Short title, extent and commencement. -- (1) These regulations may be called the Telecommunication (Broadcasting and Cable) Services Register of Interconnection Agreements and all such other matters Regulations, 2019.

(2) These regulations shall be applicable to all commercial and technical arrangements entered into by broadcaster, distributor of television channels and local cable operator for providing broadcasting services relating to television provided through addressable systems throughout the territory of India.

- (3) (a) Except as otherwise provided in sub-clause (b), these regulations shall come into force after one hundred and twenty days from the date of publication of these regulations in the Official Gazette.
- (b) Regulation 7 shall come into force from the date of publication of these regulations in the Official Gazette.

2. Definitions. — (1) In these regulations, unless the context otherwise requires:-

- (a) “Act” means the Telecom Regulatory Authority of India Act, 1997 (No. 24 of 1997);
- (b) “active subscriber” means a subscriber who has been authorized to receive signals of television channels as per the subscriber management system and whose set top box has not been denied signals;
- (c) “addressable system” means an electronic device (which includes hardware and its associated software) or more than one electronic device put in an integrated system through which transmission of programmes including re-transmission of signals of television channels can be done in encrypted form, which can be decoded by the device or devices at the premises of the subscriber within the limits of the authorization made, on the choice and request of such subscriber, by the distributor of television channels;
- (d) “a-la-carte” or “a-la-carte channel” with reference to offering of a television channel means offering the channel individually on a standalone basis;
- (e) “Authority” means the Telecom Regulatory Authority of India established under sub-section (1) of section 3 of the Telecom Regulatory Authority of India Act, 1997 (No. 24 of 1997);
- (f) “average active subscriber base” means the number arrived at by averaging the active subscriber base count in the manner specified in the Schedule VII of the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017;
- (g) “bouquet” or “bouquet of channels” means an assortment of distinct channels offered together as a group or as a bundle and all its grammatical variations and cognate expressions shall be construed accordingly;
- (h) “broadcaster” means a person or a group of persons, or body corporate, or any organization or body who, after having obtained, in its name, downlinking permission for its channels, from the Central Government, is providing programming services;
- (i) “broadcaster’s share of maximum retail price” with reference to a pay channel or a bouquet of pay channels means any fee payable by a distributor of television

- channels to a broadcaster for signals of pay channel or bouquet of pay channels, as the case may be, and for which due authorization has been obtained by such distributor from that broadcaster;
- (j) “broadcasting services” means the dissemination of any form of communication like signs, signals, writing, pictures, images and sounds of all kinds by transmission of electro-magnetic waves through space or through cables intended to be received by the general public either directly or indirectly and all its grammatical variations and cognate expressions shall be construed accordingly;
 - (k) “cable service” or “cable TV service” means the transmission of programmes including re-transmission of signals of television channels through cables;
 - (l) “cable television network” or “cable TV network” means any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment, designed to provide cable service for reception by multiple subscribers;
 - (m) “carriage fee” means any fee payable by a broadcaster to a distributor of television channels only for the purpose of carrying its channels through the distributor’s network, without, specifying the placement of such channels onto a specific position in the electronic programme guide or, seeking assignment of a particular number to such channels;
 - (n) “compliance officer” means any person designated so, who is capable of appreciating requirements for regulatory compliance under these regulations, by a service provider;
 - (o) “direct to home operator” or “DTH operator” means any person who has been granted license by the Central Government to provide direct to home (DTH) service;
 - (p) “direct to home service” or “DTH service” means re-transmission of signals of television channels, by using a satellite system, directly to subscriber’s premises without passing through an intermediary such as local cable operator or any other distributor of television channels;
 - (q) “distribution fee” means any fee payable by a broadcaster to a distributor of television channels for the purpose of distribution of pay channel or bouquet of pay channels, as the case may be, to subscribers and it does not include carriage fee;
 - (r) “distribution platform” means distribution network of a DTH operator, multi-system operator, HITS operator or IPTV operator;
 - (s) “distributor of television channels” or “distributor” means any DTH operator, multi-system operator, HITS operator or IPTV operator;
 - (t) “electronic programme guide” or “EPG” means a program guide maintained by the distributors of television channels that lists television channels and programmes, and scheduling and programming information therein and includes any enhanced guide that allows subscribers to navigate and select such available channels and programmes;
 - (u) “free-to-air channel” or “free-to-air television channel” means a channel which is declared as such by the broadcaster and for which no fee is to be paid by the distributor of television channels to the broadcaster for signals of such channel;
 - (v) “head end in the sky operator” or “HITS operator” means any person permitted by the Central Government to provide head end in the sky (HITS) service;
 - (w) “head end in the sky service” or “HITS service” means transmission of programmes including re-transmission of signals of television channels—
 - (i) to intermediaries like local cable operators or multi-system operators by using a satellite system and not directly to subscribers; and

- (ii) to the subscribers by using satellite system and its own cable networks;
- (x) “interconnection” means commercial and technical arrangements under which service providers connect their equipment and networks to provide broadcasting services to the subscribers;
- (y) “interconnection agreement” with all its grammatical variations and cognate expressions means agreements on interconnection providing technical and commercial terms and conditions for distribution of signals of television channel;
- (z) “Interconnection Regulations” means the Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 dated 3rd March 2017;
- (aa) “internet protocol television operator” or “IPTV operator” means a person permitted by the Central Government to provide IPTV service;
- (bb) “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;
- (cc) “local cable operator” or “LCO” means a person registered under rule 5 of the Cable Television Networks Rules, 1994;
- (dd) “maximum retail price” or “MRP” for the purpose of these regulations, means the maximum price, excluding taxes, payable by a subscriber for a-la-carte pay channel or bouquet of pay channels, as the case may be;
- (ee) “multi-system operator” or “MSO” means a cable operator who has been granted registration under rule 11 of the Cable Television Networks Rules, 1994 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;
- (ff) “pay broadcaster” means a broadcaster which has declared its one or more channels as pay channel to the Authority under the provisions of applicable regulations or tariff order, as the case may be;
- (gg) “pay channel” means a channel which is declared as such by the broadcaster and for which a share of maximum retail price is to be paid to the broadcaster by the distributor of television channels and for which due authorization needs to be obtained from the broadcaster for distribution of such channel to subscribers;
- (hh) “programme” means any television broadcast and includes-
 - (i) exhibition of films, features, dramas, advertisements and serials;
 - (ii) any audio or visual or audio-visual live performance or presentation;
 and the expression “programming service” shall be construed accordingly
- (ii) “reference interconnection offer” or “RIO” is a document published by a service provider specifying terms and conditions on which the other service provider may seek interconnection with such service provider;
- (jj) “register” means the register of interconnection agreements and all such other matters, maintained by the Authority in the form as it may decide from time to time;
- (kk) “reporting distributor” means a distributor whose average active subscriber base of its entire distribution network, including joint venture(s), if any, in the month of March of a year, is equal to or more than the reporting threshold;
- (ll) “reporting threshold” means one lakh or as may be prescribed by the Authority by a direction or an order from time to time;
- (mm) “set top box” or “STB” means a device, which is connected to or is part of a television receiver and which enables a subscriber to view subscribed channels;

- (nn) “subscriber” for the purpose of these regulations, means a person who receives broadcasting services, from a distributor of television channels, at a place indicated by such person without further transmitting it to any other person and who does not cause the signals of television channels to be heard or seen by any person for a specific sum of money to be paid by such person, and each set top box located at such place, for receiving the subscribed broadcasting services, shall constitute one subscriber;
- (oo) “subscriber management system” means a system or device which stores the subscriber records and details with respect to name, address and other information regarding the hardware being utilized by the subscriber, channels or bouquets of channels subscribed by the subscriber, price of such channels or bouquets of channels as defined in the system, the activation or deactivation dates and time for any channel or bouquets of channels, a log of all actions performed on a subscriber’s record, invoices raised on each subscriber and the amounts paid or discount allowed to the subscriber for each billing period;
- (pp) “television channel” means a channel, which has been granted permission for downlinking by the Central Government under the policy guidelines issued or amended by it from time to time and reference to the term ‘channel’ shall be construed as a reference to “television channel”.

(2) All other words and expressions used in these regulations but not defined, and defined in the Act and the rules and regulations made thereunder or the Cable Television Networks (Regulation) Act, 1995 (No. 7 of 1995) and the rules and regulations made thereunder, shall have the meanings respectively assigned to them in those Acts or the rules or regulations, as the case may be.

CHAPTER- II

PROCEDURE FOR REPORTING OF INFORMATION

3. Reporting of information relating to reference interconnection offers and interconnection agreements by broadcaster and distributor. —

(1) Every broadcaster shall, through its compliance officer, report to the Authority, its RIO and modifications or amendments thereto, simultaneously when the same is published on its website as per regulations 7, of the Interconnection Regulations, in the manner and format as provided for in Schedule-I or as may be prescribed by the Authority by a direction or an order from time to time.

(2) Every distributor shall, through its compliance officer, report to the Authority, its RIO and modifications or amendments thereto, simultaneously when the same is published on its website as per regulations 8, of the Interconnection Regulations, in the manner and format as provided for in Schedule II, or as may be prescribed by the Authority by a direction or an order from time to time.

(3) Every broadcaster shall, through its compliance officer, report to the Authority, the information relating to all interconnection agreements in respect of channels

- (i) for which RIO has been published as per regulations 7, of the Interconnection Regulations
- (ii) for placement,
- (iii) for marketing, or
- (iv) for any other technical or commercial arrangements,

and modifications or amendments thereto, within thirty days from the date of signing of such agreements and modifications or amendments, as the case may be, in three parts, namely, Parts A, B and C, in the manner and format as provided for in Schedule-III or as may be prescribed by the Authority by a direction or an order from time to time.

Provided that the information related to all such existing agreements, signed up to the date of commencement of these regulations, shall be reported within thirty days from the date of commencement of these regulations.

(4) Every reporting distributor shall, through its compliance officer, report to the Authority, the information relating to all interconnection agreements for which RIO has been published as per regulations 8, of the Interconnection Regulations, and modifications or amendments thereto, within thirty days from the date of signing of such agreements and modifications or amendments, as the case may be, in the manner and format as provided for in Schedule-IV or as may be prescribed by the Authority by a direction or an order from time to time.

Provided that information related to all such existing agreements, signed up to the date of commencement of these regulations, shall be reported within thirty days from the date of commencement of these regulations.

Provided further that in cases where the average active subscriber base of its entire distribution network, including joint venture(s), if any, of a distributor, who was a reporting distributor in the preceding year, falls below the reporting threshold, then such distributor shall, within thirty days from the end of March of the respective year,

furnish to the Authority, a certificate to that effect, duly signed by its compliance officer.

(5) Every reporting distributor shall, through its compliance officer, report to the Authority, the information relating to all interconnection agreements and modifications or amendments thereto, signed with LCOs, within thirty days from the date of signing of such agreements and modifications or amendments, as the case may be, in the manner and format as provided for in Schedule-V or as may be prescribed by the Authority by a direction or an order from time to time.

Provided that information related to all such existing agreements, signed up to date of commencement of these regulations, shall be reported within thirty days from the date of commencement of these regulations.

(6) Every reporting distributor shall, through its compliance officer, verify the information filed by the broadcaster, under sub regulation (3), in respect of all interconnection agreements and modifications or amendments thereto, signed between them, within fifteen days from the date of filing by the broadcaster, in the manner as may be prescribed by the Authority by a direction or an order from time to time.

Provided that if a broadcaster fails to file the information in respect of such agreements and modifications or amendments thereto, then the concerned reporting distributor shall report to the Authority, the information relating to the same, within forty five days from the date of signing of such agreements and modifications or amendments, as the case may be.

(7) Every broadcaster shall, through its compliance officer, verify the information filed by the reporting distributor, under sub regulation (4), in respect of all interconnection agreements and modifications or amendments thereto, signed between them, within fifteen days from the date of filing by the reporting distributor, in the manner as may be prescribed by the Authority by a direction or an order from time to time.

Provided that if a reporting distributor fails to file the information in respect of any such agreements and modifications or amendments thereto, then the concerned broadcaster shall report to the Authority, the information relating to the same, within forty five days from the date of signing of such agreements and modifications or amendments, as the case may be.

(8) Every broadcaster and reporting distributor shall, within thirty days from the end of March of every year, also furnish to the Authority a certificate, duly signed by its compliance officer, to the effect that to the best of their knowledge, all the requisite information related to all the interconnection agreements and modifications or amendments thereto, liable to be reported within the preceding financial year, have been reported, and all the information submitted is true, correct and complete in all respects.

4. Consequences for failure to report or verify the reported information by the broadcaster or distributor.— (1) If any broadcaster or distributor fails to furnish the information or certificate or fails to verify the reported information, as required under regulation 3, by the due date, it shall, without prejudice to the terms and conditions of its

license/permission/registration, or the Act or rules or regulations or order made or direction issued thereunder, be liable to pay, by way of financial disincentive, an amount of rupees one thousand per day for default up to thirty days beyond the due date and an additional amount of rupees two thousand per day in case the default continues beyond thirty days from the due date, as the Authority may, by order, direct.

Provided that the financial disincentive levied by the Authority under this sub-regulation shall in no case exceed Rupees Two Lakhs.

Provided further that no order for payment of any amount by way of financial disincentive shall be made by the Authority unless the broadcaster or the distributor, as the case may be, has been given a reasonable opportunity of representation against the contravention of the regulations observed by the Authority.

(2) The amount payable by way of financial disincentive under these regulations shall be remitted to such head of account as may be specified by the Authority.

CHAPTER- III

PROCEDURE FOR MAINTENANCE OF REGISTER AND ITS INSPECTION

5. Maintenance of the register.— The Authority shall maintain the register in two parts, namely Part I and Part II where:

(i) Part I shall consist of the information

(a) as reported under sub-regulations (1), (2), (4) and (5) of regulation 3;

and

(b) as reported in Part A under sub-regulation (3) of regulation 3;

(ii) Part II shall consist of the information as reported in Parts B and C under sub-regulation (3) of regulation 3.

6. Inspection of the register.— (1) The register shall be treated as non-confidential, unless a party to an interconnection agreement requests the Authority, in the manner and format prescribed in sub-regulation (2) hereunder, to keep any part of the agreement reported in Part II as confidential.

(2) The request for confidentiality as per sub-regulation (1) above, shall be made in writing, along with a non-confidential summary of the portion sought to be kept confidential. The service provider shall clearly indicate the paras or parts thereof that may be treated as confidential. Such a request shall be accompanied by reason(s) for keeping such information as confidential.

(3) Where the Authority proposes to reject the request for confidentiality, it shall inform the service provider, in writing, the reasons for doing so, and give an opportunity to make a representation against the same within a stipulated period. On consideration of such representation, if any, the Authority shall take a final decision. In case the Authority rejects the request of the service provider, it shall communicate the same, in writing, along with the reasons for doing so.

(4) Subject to the provisions contained in sub-regulations (1) to (3) above, the non-confidential part (s) of the register shall be kept open for inspection to any member of public on payment of fee prescribed under sub-regulation (7) hereunder.

(5) Any person seeking inspection of the register shall apply, in writing, to the officer designated for the purpose by the Authority, giving details of the information sought.

(6) The designated officer shall allow inspection of the register and also make available extracts of the relevant portions of the register on receipt of the fee prescribed under sub-regulation (7) hereunder.

(7) Levy of fee and other charges:

- (i) A fee of Rs. 50 per hour, or as may be prescribed by the Authority by a direction or an order from time to time, shall be levied for inspection of the register.
- (ii) A fee of Rs. 20 per page, or as may be prescribed by the Authority by a direction or order from time to time, shall be charged for copies of extracts from the register.

Provided that the Authority may provide copies of extracts in soft format with appropriate watermark(s).

(8) Nothing contained in this regulation shall apply to an interconnection agreement entered in the register—

- (i) in respect of which a period of three years has expired from the date of reporting of such agreement, or
- (ii) in respect of which the period of validity as specified in the agreement has expired, whichever is later.

CHAPTER- IV

MISCELLANEOUS

7. Designation of compliance officer and his/her obligations. — (1) Every broadcaster and distributor shall, within fifteen days from the date of notification of these regulations, designate a compliance officer.

(2) Every broadcaster or distributor, who commences its operations after coming into effect of these regulations, shall, within fifteen days from the date of commencement of its operations, designate a compliance officer.

(3) Every broadcaster and distributor, shall, within fifteen days from the date of designation of the compliance officer under the provisions of this regulation, furnish to the Authority the name, complete address, contact number and e-mail address of the compliance officer along with authenticated copy of -

- (a) the board's resolution in case the service provider is a company; or
- (b) an authorization letter from the competent officer of the service provider in case it is not a company;

authorizing the designation of such compliance officer as provided for in Schedule VI.

(4) In the event of any change in the name of the compliance officer so designated under provisions of this regulation, the same shall be reported to the Authority by the service provider within fifteen days from the date of occurrence of such change along with an authenticated copy of the board's resolution or authorization letter from the competent officer, as the case may be.

(5) In the event of any change in the address or contact number or email address of the compliance officer, the same shall be reported to the Authority by the service provider within fifteen days from the date of occurrence of such change.

(6) The compliance officer shall be responsible for—

- (a) reporting to the Authority, with respect to compliance with these regulations and directions of the Authority issued under these regulations; and
- (b) ensuring that proper procedures have been established and are being followed for compliance of these regulations.

8. Removal of Difficulties. — In order to remove any difficulties in the interpretation or application of the provisions of these regulations, the Authority may issue appropriate clarifications from time to time.

9. Repeal and Saving. — (1) The Register of Interconnect Agreement (Broadcasting and Cable Services) Regulation, 2004 (No. 15 of 2004), dated 31st December, 2004, is hereby repealed.

(2) Notwithstanding the repeal of regulation mentioned under sub-regulation (1), anything done or any action taken or proposed to have been done or taken under the said regulation shall be deemed to have been done or taken under the corresponding provision of these regulations.

(U K Srivastava)
Secretary Incharge, TRAI

Note: The Explanatory Memorandum annexed herewith explains the objects and reasons of the Telecommunication (Broadcasting and Cable) Services Register of Interconnection Agreements and all such other matters Regulations, 2019.

The Explanatory Memorandum to the Telecommunication (Broadcasting and Cable) Services Register of Interconnection Agreements and all such other matters Regulations, 2019 (No. 02 of 2019)

Background

1. The Telecom Regulatory Authority of India Act, 1997 (the TRAI Act) entrusts the Authority, amongst others, the functions to ensure technical compatibility and effective interconnection between different service providers, fix the terms and conditions of interconnectivity as well as regulate arrangement amongst service providers for sharing their revenue. 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 vide the notification number 39 (S.O.44(E) and 45 (E)) of 2004.
2. The interconnection between service providers is a technical or commercial or a combination of technical and commercial arrangement under which service providers connect their equipment and networks to enable subscribers to have access to the services. Accordingly, the Authority had put in place regulatory framework for interconnection by making 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. Based on this framework the broadcaster or distributor of television channels finalize the commercial and technical terms and conditions to arrive at an agreement. Under the existing interconnection regulatory framework broadcasters are required to provide the signals of TV channels to the distributors of TV channels on non-discriminatory terms. Similarly, distributors of television channels are also required to provide access to their networks to the broadcasters on non-discriminatory terms.
3. Section 11 (1) (b) of the TRAI Act, 1997 mandates the Authority to maintain register of interconnection agreements and keep it open for inspection. The said provisions are reproduced below:
“11 (1) (b)-----
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;
ix.-----”
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. As per Register of interconnection regulations, the broadcasters were required to report the details of the interconnection agreements signed with the distributors of TV channels on annual basis. Similarly, the DTH operators, HITS operators and IPTV operators were required to report their interconnection agreements signed with broadcaster on annual basis. A direction dated 29th July 2009 was issued to the broadcasters directing them to report the details of interconnection agreements in electronic form (in non-writable CDs) along with its print form. A direction dated 29th July 2009 was issued to DTH, HITS and IPTV operator to furnish copy of each interconnection agreement with the Authority and also to furnish the details of interconnection agreements in electronic form. The register of interconnect agreements was to be maintained in two parts: part A and part B wherein part A was kept open for inspection by any member of public on payment of prescribed fee and part B was not open for the public inspection. Part B contained information which was decided by Authority on request of service provider to be kept confidential. While deciding the confidentiality of the information, the Authority was required to follow the relevant provisions of the Telecom Regulatory Authority of India (Access to Information) Regulation, 2005. The Telecom Regulatory Authority of India (Access to Information) Regulation, 2005 has a provision for exemption of following information from disclosure:
 - (i) trade and commercial secrets and information protected by law;
 - (ii) Commercially and financially sensitive information, the disclosure of which is likely to cause unfair gain or unfair loss to the service provider, or to compromise his competitive position.
6. On examination of the interconnection filing/details made by the broadcaster or distributor of television channels under Register Regulation, 2004, the Authority had, inter-alia, observed that:
 - a) There was a lack of uniformity in filings received from various broadcaster or distributor of television channels;
 - b) There were varied interpretations of the requirement in the Register Regulation, 2004 regarding filing of standard affiliation agreement;
 - c) Reporting of information in print form became a time-consuming and laborious task and was also not eco-friendly.Therefore, review of the Register Regulation, 2004 was expedient.
7. In line with the established practice, for reviewing the regulatory framework for register of interconnection agreements, the Authority issued a consultation paper titled as “the Register of Interconnection Agreements (Broadcasting and Cable Services) Regulations, 2016” on 23rd March 2016. In response to the said consultation paper, a total of 26 comments & 2 counter-comments were received from stakeholders. Subsequently, an Open House Discussion (OHD) was held on 26th May 2016 in Delhi, which was attended by a large number of stakeholders.
8. Meanwhile, the Authority notified a new regulatory framework on 3rd March 2017, which is uniform for all types of addressable systems. The said framework comprises of the following regulations and Tariff Order.
 - a. The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) Regulations, 2017 [*hereinafter referred as Interconnection Regulations, 2017*]

- b. The Telecommunication (Broadcasting and cable) Services Standards of Quality of Service and Consumer Protection (Addressable Systems) Regulations, 2017 [*hereinafter referred as QoS Regulations, 2017*]
 - c. Telecommunication (Broadcasting and Cable) Services (Eighth) (Addressable Systems) Tariff Order, 2017 [*hereinafter referred as Tariff Order, 2017*]
9. The new regulatory framework was notified in March 2017. However, pursuant to a legal challenge to the said regulations, the regulations have come into effect from 3rd July 2018 after satisfying legal issues. Hon'ble Supreme Court has since upheld the powers of TRAI vide its order dated 30.10.2018 and adjudicated that the Regulations and Tariff Order are *intra vires* the TRAI Act. Some Service Providers have also challenged the Regulations and Tariff Order at the High Court of Delhi. After the coming into effect of the new regulatory framework, all the service providers are required to enter into the interconnection agreement in accordance with the said framework; consequently, the reporting requirements under these regulations are dependent upon the parameters prescribed by the new framework. The salient features of the new regulatory framework are given below:
- a) Every broadcaster is required to declare the maximum retail price (MRP) of its pay channels on a-la-carte basis. However, such MRP shall be uniform for all types of addressable systems.
 - b) Every Broadcaster must declare a distribution fee at a minimum of 20% of the MRP of pay channel or bouquet of pay channels which can be upto 35%
 - c) In addition to the distribution fee, Broadcasters may offer discounts to distributors which cannot exceed 15% of the MRP of pay channels or bouquet of pay channels. However, in no case, the sum of distribution fee declared by a broadcaster and discounts offered can exceed 35% of the MRP of pay channel or bouquet of pay channels, as the case may be.
 - d) Every broadcaster should publish, on its website, the Reference Interconnection Offer (RIO) containing the information such as MRP of its pay channels and bouquet of pay channels, distribution fee, discounts etc. and provide a copy simultaneously to the Authority.
 - e) Every broadcaster is required to enter into written interconnection agreements on the basis of the RIO published by it for providing signals of pay channels to a distributor of television channels.
 - f) Similarly, every distributor of television channels is required to publish RIO on its website for carrying a channel on its distribution network. Such RIO must necessarily contain the information such as target market, rate of carriage fee, manner of calculation of carriage fee etc. and provide a copy simultaneously to the Authority.
 - g) The rate of carriage fee has been capped at Re. 0.20 per Standard Definition channel and Re. 0.40 per High Definition Channel. The manner of carriage calculation is as prescribed in the regulations. The distributor can offer a discount on the carriage fee. However, such discount cannot be more than 35%.
 - h) Every distributor is required to enter into written agreement, on the basis of its published RIO, with the broadcaster for carrying television channels in respect of which the request has been received from such broadcasters.
 - i) Any other kind of fee for a channel such as marketing fee, placement fee etc, between two service providers should be made part of interconnection agreement and reported to the Authority.

- j) Some distributors (for example Multi-Service Operators) provide the Broadcasting Service through LCOs. For such distributors it is mandatory to enter into a written agreement before providing the signals. Such interconnection agreement must comply with the standard provisions as per the Model Interconnection Agreement (MIA)/Standard Interconnection Agreement(SIA) as prescribed by the Authority.

Disclaimer: The salient points as above are for general explanation only and have no bearing on the relevant clause(s) in the regulations.

10. Based on the comments received in the consultation process and analysis of the developments in the market pursuant to implementation of the new regulatory framework draft Telecommunication (Broadcasting and Cable) Services Register of Interconnection Agreements Regulations, 2019 was issued by TRAI on 22nd April 2019. Written comments on these draft Regulations were invited from all stakeholders by 6th May 2019. In view of requests by some stakeholders, the last date for submission of written comments was extended upto 13th May, 2019 and counter comments were invited by 20th May 2019. In response to the said consultation paper, a total of 21 comments were received from stakeholders. Subsequently, an Open House Discussion (OHD) was held on 10th June 2019 in Delhi. A large number of stakeholders attended the Open House Discussion.
11. The following paragraphs provide gist of the comments/views of the stakeholders received on the issues, analysis of these comments and objects & reasons of these regulations.

Reporting requirements relating to interconnection agreements

12. The value chain in the distribution of television channels comprises of the broadcaster, the distributor of television channels, the local cable operator and the end subscriber. The business of distribution of television channels from the broadcaster to the subscriber has two levels – i) the broadcaster provides the signals of television channels to distributor of television channels and ii) the distributor of television channels offers these channels, either directly or through local cable operator, to the subscribers. Amongst the distributor of television channels, DTH operator serves the subscriber directly, while MSO and the HITS operator generally serve the subscribers through its linked LCOs. Thus, in the business process of provisioning of television channels, television signals flow from the broadcasters to the subscriber via the distributors of television channels. However, a broadcaster or distributor of television channels in the value chain may act as a seeker or as a provider. For example, when a distributor seeks signals of TV channels from a broadcaster, it acts as a seeker and the broadcaster in such case becomes a provider of the signals of TV channel. Similarly, when a broadcaster approaches a distributor requesting the distributor to carry its TV channels on the distributor's network then it acts as a seeker and the distributor becomes a provider of access to the network.
13. Therefore, in the consultation paper it was envisaged that the provider of television signals or access to the network, as the case may be, should be made responsible for furnishing the information relating to the interconnection agreements to the Authority. Accordingly, it was proposed in the consultation paper that 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 between

distributor and LCO shall be reported by the distributor. Further, the carriage details wherever applicable shall be reported by the distributors.

14. As per interconnection regulation 7, every broadcaster is required to submit a copy of their reference interconnection offer, for the purpose of record, to the Authority. Further any amendments thereto are to be reported as per sub clause 7(8) of interconnection regulation. As per interconnection regulation 8, every distributor of television channels is to submit a copy of their reference interconnection offer for the purpose of record to the Authority. Further any amendments thereto are to be reported as per sub clause 8(7) of interconnection regulation. Irrespective of the size of the distributor, all the distributors are required to report their RIO.
15. During the consultation process, one stakeholder commented that the carriage fee/placement fee agreements are not interconnect agreement. Therefore, there should not be any requirement to report the carriage fee/placement fee. Some stakeholders commented that in order to ensure complete transparency and non-discrimination, the parties should be directed to submit all the agreements with any kind of compensation (in monetary terms or otherwise¹), whether carriage / marketing / support or any other tag, signed among them. During the consultation process related to draft Regulation, many stakeholders opined that the reporting requirements under the Draft Regulations should restrict to subscription, carriage/placement RIOs. Inclusion of any other commercial arrangements between broadcasters and DPOs would result in expansion of scope of the regulations. Few stakeholders favoured that details of all the agreements including any incentive (monetary or otherwise) for marketing or support or visibility or placement signed between Broadcaster and distributor of television channels should be reported. Some stakeholders have submitted that the prevalence of placement agreement, that are under forbearance, is vitiating the whole regime. As per them many Distributors are misusing the available flexibility to arm-twist the broadcasters. One of the stakeholders also opined that a level playing field may not be ensured for a Broadcaster, since the Distributor is at liberty to fix varied Marketing Fees from different Broadcasters or he may even exempt it from a few Broadcasters. This is blatant violation of the new regime which aims at creating a level playing, fair play and non-discriminatory approach.
16. The 'Interconnection Agreement' by definition (clause 2 (y)) includes all technical and commercial arrangements among the service providers. Therefore, the scope and mandate of this regulation include all technical and commercial arrangements for re-transmission of television channels. Moreover, Section 11(1) (b) (vii) of the Act mandates the Authority to maintain register of interconnect agreements and **of all such other matters** as provided in the Regulations. The interconnection regulations and this regulation endeavour to create a transparent regime to foster a level playing field. The regulation includes sufficient safeguards for maintaining the confidentiality of information. The regulation accords opportunity to service providers to claim confidentiality of commercially important information. Seeking information by the regulator does not in any way curtail the freedom of market participants. The Act empowers the Authority to call for any information including all technical and commercial arrangements.

¹ For example: an agreement without any direct monetary benefits, but providing or availing assured advertisement slots or assured LCN number etc.

17. Transparency and non-discrimination are core principles of the interconnection regulations. All the consequential agreements (consequential to the Interconnection agreement) between the service providers should comply with the principle of Transparency and non-discrimination. Such subsequent agreements should not alter the nature and form of mandatory technical and commercial conditions of the interconnection agreements. Vis-à-vis these agreements (Placement fee, marketing fee or any other nomenclature of mutual agreement among service providers), the Authority has followed a principle of light touch regulatory regime, whereby no ceiling or formula has been prescribed. However, as a sector regulator it is important for the Authority to be aware of the types and commercial implications of such arrangements/ agreements for effective oversight. The service providers may be free to enter into such agreement(s); however these must be reported to the Regulator.
18. As per the Interconnection Regulations, 2017, broadcaster is required to enter into written interconnection agreement before providing signals of pay channels to a distributor. Therefore, the Authority decided that obligation of reporting in respect of pay channels shall rest with pay broadcasters as in such case it is acting as provider of signals. Further, in terms of Interconnection Regulations, 2017, it is the responsibility of every distributor of television channels to enter into a written agreement with the broadcaster where the broadcaster has made request to carry its television channels on the network of the distributor. Therefore, in such cases, being the provider of the access of the network, the responsibility of reporting the information relating to such agreements shall rest with the distributor. In case of interconnection agreement between distributor of television channels and LCO wherever applicable, the information shall be reported by the distributor since the distributor is the provider of signals to the LCOs. Accordingly, necessary provisions have been incorporated in the regulations.
19. As regards the placement agreement, the Authority noted that as per the extant regulatory framework, the broadcaster may offer discount within the prescribed limit or pay the mutually agreed fee, after signing the interconnection agreement, to a distributor for placing the channel at the desired position in the EPG. It is important to note here that such agreements and any other individual agreements are required to be filed with the Authority. The Authority is of the view that the details of all other individual agreements which include marketing, placement, agreements on advertisement slots, extended credit facility, etc. should be reported to the Authority by the Broadcasters. Also, the marketing fee details and for that matter any kind of fee for a channel, between broadcaster and distributor shall be reported to the Authority. Thus, any incentive (monetary or otherwise) for marketing or support or visibility or placement signed between Broadcaster and distributor of television channels shall be reported to the Authority by the broadcaster.
20. In addition to reporting their RIO, the broadcasters will be reporting the details of information of the individual agreements signed with distributor of television channels, as per RIO. Further, the broadcasters will also be reporting the details of all other individual agreements signed with distributor of television channels. Any deviation in RIO based agreements also needs to be reported under Regulation 3(3) of this Regulation. Accordingly, necessary provisions have been incorporated in the regulations.
21. The Draft regulations prescribed that the Compliance officer designated as per the provisions of The Telecommunication (Broadcasting and Cable) Services Interconnection (Addressable Systems) may by default be designated compliance officer under the Register

of Interconnection Agreements regulations too. During the consultation on Draft Regulations, few stakeholders commented that given their organization structure the Regulatory Compliance officer under other regulations does not handle interconnection agreements. Therefore, these stakeholders commented that the service provider should be provided with the freedom to designate separate compliance officer under these regulations. The Authority has duly considered the suggestion and accordingly the relevant provisions have been duly modified. As per the regulation, every broadcaster or the distributor of television channels is required to designate a compliance officer, within fifteen days from the date of notification of these regulations. The broadcasters and distributors of television channels are required to report the name /details of compliance officer on the service provider portal [www.spp.trai.gov.in] ² hosted by the Authority on its website www.trai.gov.in, within fifteen days from the date of issue of this Regulation.

Exemption from reporting the interconnection details

22. In the consultation paper, it was proposed that Authority may exempt certain class of service providers from reporting information relating to interconnect agreements. On this issue, some stakeholders stated that any exemption provided by the Authority should be transparent and should be made equally applicable. During the consultation process related to draft Regulation, many stakeholders advocated that exemptions should not be given to any MSOs.
23. The Authority observes that there are 1143³ active MSOs and approximately 100,000 LCOs working in the industry. As per the data available from MIB, there are 1061 active MSOs with subscriber base of less than one lakh subscribers. It has been observed that many MSOs are small players providing service in remote rural areas or in small towns catering to small number of subscribers. Also, since the digitisation of cable TV has been completed in India in March 2017 only, therefore, some of the MSOs are at the nascent stage of operations in digital addressable distribution platform. Such small MSOs may have capacity constraints both in terms of manpower as-well-as financial. Therefore, initially, it may be appropriate to seek information, only from those distributors who have a significant subscriber base. Further, as per the information available from MIB, MSOs with one lakh or more subscriber base cover more than 85% of subscribers base. Accordingly, it has been decided by the Authority that only distributors, having average active subscriber base of one lakh or more in the month of March of a year, shall be under obligation to report the information relating to their interconnection agreements (let us say a distributor has average active subscriber base of 1,00,000 subscribers in March 2019 then it would report the interconnection details in respect of all the agreements. However, all the DPOs shall report their carriage RIO (i.e. RIO published by the distributor of television channel as per Regulation 8 of Interconnection Regulation 2017) to the Authority. The average active subscriber base for the month of March will be calculated as prescribed in Interconnection Regulations, 2017. For a distributor having multiple head-ends, the calculation shall include the subscribers of all the distribution networks including those of all the head-ends operated by him.
24. There are few MSO's who are operating different companies as Joint Ventures. In case any MSO or any of its JV partner becomes eligible to report for the register of

² or as prescribed from time to time.

³ As per information received from MIB on January 20, 2019.

interconnection i.e. becomes ‘reporting distributor’ then all its joint venture partners/ associate companies working as distributors must submit the interconnection agreements.

25. Further, these regulations provide that if any distributor once crosses the reporting threshold then it will attain the status of “reporting distributor”. Afterwards, if the subscriber base of any reporting distributor, falls below threshold in any of the subsequent years, it shall furnish a certificate duly signed by compliance officer to the Authority that its subscriber base is below the threshold for that year.
26. In cases where the average active subscriber base of the entire distribution network of a distributor, who has not been under obligation to file the report under this sub-regulation, reaches above one Lakh (One hundred Thousand) in the month of March of any of the subsequent years, then such distributor is required to file the report under this sub-regulation for all the Interconnection agreements from the month of March of that year. The distributors are required to explicitly state whether their average active subscriber base is greater or less than one lakh
27. As such, the distributor having average active subscriber base below the reporting threshold have been exempted from the obligation of reporting details of interconnection agreements. Such distributors shall report their carriage RIO to the Authority. This exemption is in line with promoting ease of business and reducing regulatory burden on MSOs with subscriber base below a threshold and with limited resources. However, such distributors are also encouraged to report the information voluntarily so that the holistic data of the industry is available in the Register. This will help the Authority in better monitoring of the industry and to take suitable measures/ decisions for the orderly growth of the industry. The Authority is in the process of developing an online portal for submission of reporting under this Regulation, the Authority may mandate MSOs with average active subscriber base of less than one lakh to also report the details of their Interconnection agreements in future. The reporting threshold of one lakh subscribers will be reviewed by the Authority from time to time.

Periodicity of reporting

28. Initially, when the Register Regulation 2004 was notified on 31st December 2004, it had the provision for quarterly reporting of the information. But in the year 2009, this provision was revised for annual reporting. The consultation paper espoused for monthly reporting, wherein the service provider would need to report the information about all its agreements signed during a month, within 10 days from the end of that month.
29. On this issue, some stakeholders commented that the periodicity of the report should continue to be once in a year only. It has been suggested that at best the periodicity can be changed to twice a year for all service providers as there is considerable increase in the number of distributors of television channels. Further that the information is quite dynamic with frequent launching of new channels by the broadcasters, amendments or addendums etc. Updating the data on monthly or quarterly basis will be extremely cumbersome and a tedious exercise. Few stakeholders suggested that the service providers should report the details of their interconnection agreements on quarterly basis. One of the stakeholders commented that if during a quarter, no agreement is signed then the service provider should furnish a blank submission stating that no agreements executed during that quarter. Some other stakeholders agreed with the monthly reporting

of interconnection agreements as proposed in the draft regulations during consultation. According to them, as soon as interconnection agreements are signed, the information about such agreements should be reported to TRAI without any delay or manipulations.

30. The Authority noted that the industry practice is largely to sign interconnection agreements on yearly basis. Since, the periodicity of the reporting under previous regulations was also once in a year, sometimes when these agreements were reported, their validity was already over. Therefore, in such cases, it was not feasible to take any corrective action even if it was necessary. Keeping in view of the experience, the Authority observed that the reporting of information relating to interconnection agreements should be within a reasonable time after its execution for effective implementation of the principles of non-discrimination and monitoring. There is a requirement to create a balance between the necessary oversight by regulator vis-a-vis the compliance burden on stakeholders. Accordingly, the Authority having considered various comments, market information and its own analysis has decided that information relating to interconnection agreements shall be reported within thirty days from the date of signing of such agreements or modifications or amendments or addenda, as the case may be. The Authority is of the view that reporting details of an agreement within thirty days from its date of signing will not create any additional burden on the broadcasters and DPOs as one agreement is required to be reported only once. Once an agreement is reported it is not required to be reported again unless it has been amended. In such a case only, the amendment is required to be reported within thirty days of signing of such amendment. Thus, one agreement or any amendment to an agreement is required to be reported only once. Therefore, there is no extra burden on any broadcaster or a distributor. In fact, such a reporting balances and spreads the reporting evenly across the year, instead of a largescale reporting of all the 100 % agreements or amendments thereof in one stroke.
31. The broadcaster or reporting distributor shall report to the Authority about the details of all their interconnection agreements within thirty days from the date of signing of such agreements or modifications or amendments or addenda, as the case may be. The Authority is of view that in order to avoid duplication of reporting, once a particular agreement is reported with TRAI then the same should not be reported again until any change/ modification is made in such agreement. Such change or amendment should also be reported within 30 days from date of signing of such amendment or modification. A new broadcaster also shall report the information relating to interconnection agreements within thirty days from the date of signing of such agreements or modifications or amendments or addenda, as the case may be.
32. The reporting distributor of television channels shall verify the information filed by the broadcaster in respect of all individual agreements signed amongst them, within fifteen days from the date of filing by the Broadcaster. Similarly, the concerned broadcaster shall verify the information filed by the reporting distributor in respect of all individual agreements signed amongst them, within fifteen days from the date of filing by the reporting distributor. The Authority will endeavour to generate system enabled email to the concerned compliance officer to prompt such verification.
33. In case a broadcaster/reporting distributor fails to file the information in respect of any agreement then the concerned reporting distributor /broadcaster shall inform and report to the Authority, the information relating to all the interconnection agreements within

forty five days from the date of signing of such agreements or modifications or amendments or addenda, as the case may be.

Mode and Format of reporting

34. As regards the mode of reporting, all the stakeholders are in-agreement with the electronic mode as proposed in the consultation paper. The Authority noted that information relating to interconnection agreements being voluminous in nature, it will be in the interest of the broadcaster or distributor of television channels that such information is reported through electronic means. It will also be easy to retrieve and manage such information by the Authority and the stakeholders. There may be various alternatives for reporting the information in electronic mode like CD-ROM, e-filing through emails or by uploading the e-documents or information related to Interconnection agreements on the website/e-portal. The Authority would separately specify the mode of e-reporting through suitable direction(s).
35. During consultation, comments were sought from the stakeholders on the formats of reporting as proposed in the draft regulations. In addition to the formats, the requirement of filing of the copies of actual agreements was also proposed. Stakeholders have given divergent views on these formats. Also, the parameters mentioned in the formats/tables were according to the previous interconnection regulatory framework which has now been replaced by the new framework therefore some of the suggestions of stakeholder may not be relevant in the present context. On the issue of filing of actual copies of agreements, some stakeholders have suggested to remove the requirement of filing copies of agreements while some other stakeholders have pressed for mandating the service providers to file the copies of their actual agreements so that the tabular details provided by them may be cross-checked. Majority of the MSOs have suggested that they may be exempted from filing the copies of their interconnection agreements signed with LCOs as such agreements have already been pre-defined by TRAI in the form of Model Interconnection Agreement (MIA) and Standard Interconnection Agreement (SIA).
36. It was noted by the Authority that the formats of reports may require changes over a period depending on the changes in interconnection framework and other relevant requirements. The Authority has prescribed the broad headings/parameters under which a broadcaster or distributor of television channels shall furnish the information in Schedules of this Regulation. The specific format in line with the regulatory framework in vogue may be prescribed by the Authority through suitable direction from time to time. This methodology will obviate the need of amendments to the regulations. This will also enable the Authority to seek most appropriate information/dataset as deemed necessary.
37. The details of information required to be reported by the broadcaster of individual agreements signed with distributor of television channels including those, as per reference interconnect offer are mentioned in Regulation 3(3). The reference interconnect offer published by the broadcaster is available in public domain. Thus all the interconnection agreements signed as per RIO are non-confidential in nature. Similarly, the details of information required to be reported by the distributor of television channels with average active subscriber of equal to or more than one lakh, of individual agreements signed with Broadcaster, as per reference interconnect offer are mentioned in Regulation 3(4). The reference interconnect offer published by the distributor is also available in public domain. Thus, all the interconnection agreements signed as per RIO are non-confidential in nature. The regulation mandate that the information related to all

other individual agreements signed with distributor of television channels such as placement, marketing or for any other technical or commercial arrangements shall be reported by the broadcasters in three parts- Part A, Part B and Part C. Part A shall contain certain basic details of each individual agreement/modification /amendment or addendum thereto such as name and address of contracting parties, date of signing of agreement, validity period of agreement, etc. Part B shall contain commercial details in tabular form, as prescribed. Part C shall contain the actual copy, in electronic format, of such agreement/modification/amendment or addendum thereto. The Authority may prescribe a format and an e-form to file the information under this regulation. The Authority may prescribe that digitally signed or scanned copy of agreement in Part C or RIO may be submitted. Regarding RIO based agreements, it may be noted that since they are non-confidential in nature, as explained above therefore the entire information will be captured in Part A only. The Authority would separately specify the mode of e-reporting and the procedure for filing the details of interconnection agreements with the Authority through suitable direction(s).

38. The Authority has accepted the suggestion of stakeholders that the distributors should not be mandated to file the copies of agreements signed with LCOs. Distributor-LCO agreements are standardized as the regulations prescribe for signing of such agreements on MIA/SIA. The distributors have been exempted from filing the copies of actual agreements signed with LCOs. The MSOs are required to report the details of all individual agreements signed with LCOs such as names and addresses of contracting parties, date of signing of the agreement, validity period of the agreement, and area covered by the agreement; the indication, in respect of each of the individual agreements, as to whether the agreement has been signed on the basis of Standard Interconnection Agreement or Model Interconnection Agreement, settlement of service charges (in case of Model Interconnection Agreement) details of revenue share (discounts if any) agreed, if any, and any other details which may be specified by the Authority, through direction, from time to time;
39. Some of the information required to be filed may be in form of tabular details in the format prescribed by the Authority through direction(s) and the copy of interconnection agreement may be the scanned copy of the written agreement in non-editable PDF format or in any other format which the Authority may prescribe through direction(s) from time to time. Filing of copies of actual agreements between the broadcaster and distributor is necessary. It will help the Authority to have a comprehensive and complete data including the terms and conditions of the interconnection agreement and other matters between the broadcaster and distributor of television channels.

Accuracy and Authenticity of reports

40. To ensure accuracy and authenticity, the consultation paper envisioned mandatory affixing of the digital signatures on the documents.
41. As mentioned earlier, the Authority is in the process of developing an online portal for submission of reporting under this Regulation. This portal is endeavoured to have user (i.e. broadcaster and DPO) authentication and each user will have password to report the data. Thus, only authorised person(s) may submit the filings to the Authority. Thus, the Authority is of the view that mandatory filing of only digitally signed documents may not be enforced as of now. Therefore, the submissions under Part C, wherein a copy of

the agreement is required to be submitted, could be either a digitally signed document or a scanned document (i.e. scanned copy of actual signed document).

42. The regulation engenders prescription of the format and manner of reporting of the information through direction(s). The relevant direction(s) may also include appropriate clause(s) as regards the digital signatures. Further in order to ensure that the information is complete and correct in all respect, the Authority has mandated that the concerned stakeholders (the other party) shall verify the information filed by the broadcaster/reporting distributor (the first party), in respect of all individual agreements signed amongst them, within fifteen days from the date of filing by the reporting distributor/Broadcaster.

Financial Disincentive for delay in reporting

43. On several occasions it has been noticed that the broadcaster or distributor of television channels do not submit the requisite information within the stipulated time. Stakeholders will appreciate that time-bound compliance is essence of any regulatory regime. Many stakeholders observed that the prevailing regime did not include appropriate clauses that deter late filing. Based on comments and discussions it emerged that some disincentive on late submissions is necessary to improve adherence of timelines. Therefore the Authority has prescribed levying of financial disincentives on the broadcaster or distributor of television channels for delay in reporting. The financial disincentive is proposed on a graded scales. That is if the information is not reported by the due date, then the broadcaster or distributor of television channels will be liable to pay an amount of rupees one thousand per day for the delay of first thirty days. In case of delay beyond thirty days, the financial disincentive will increase and will be @Rs. 2000/- per additional day beyond first thirty days. Therefore in case a broadcaster or distributor of television channels files an information 40 days after the due days, the financial disincentive shall be calculated as under:

a. Example: Calculation of Financial Disincentive for delay of 40 days:

Financial disincentive for first 30 days = Rs. 30000/- (@1000 *30)

Financial disincentive for next 10 days= Rs. 20000/- [@2000*(40-30)]

Total Financial Disincentive = Rs. 50000/-

44. In addition, the authority considers that the maximum financial disincentive may be restricted to an upper limit. Therefore, the authority has prescribed a maximum limit of Rs Two Lakhs (Rs. Two Hundred Thousand only) only. The maximum limit is applicable for each requisite submission and each of the due date as prescribed in the regulations. To re-iterate, the financial disincentive will be calculated distinctly for mandatory filing with respect to each RIO/agreement or other matters as applicable.
45. In case both the broadcaster and a reporting distributor of television channel fail to report any agreement then in addition to the financial disincentive on both such broadcaster and a reporting distributor, the Authority may take suitable action against such erring service providers as per the provisions of TRAI Act. Thus, imposition of any financial disincentive by the Authority on the broadcaster or distributor of television channels for its failure to furnish any information, in no way should be considered as the discharge of liability of broadcaster or distributor of television channels from reporting such information. The Authority retains the right to take suitable action, besides imposing

financial disincentive, against a defaulting broadcaster or distributor of television channels and its compliance officer as per the provisions of the TRAI Act, 1997.

Maintenance of Register and Accessibility of information

46. During the consultation process, it was specifically asked by the Authority from the stakeholders as to why all the commercial information submitted by the service providers should not be made accessible to the interested stakeholders. On this issue, divergent views from the stakeholders have been received.
47. Some stakeholders suggested that preserving the confidentiality of sensitive commercial information is a vital safeguard in respect of commercial contracts hence it should not be disclosed to any third party. Some broadcasters commented that protection of commercially sensitive information is their fundamental right to trade and profession guaranteed under Article 19(1)(g) of the Constitution. They have further suggested that TRAI should adopt the same procedure which is provided under Regulation 35 of the Competition Commission of India (General) Regulations 2009 for keeping certain information as confidential or non-confidential. Some stakeholders suggested that Authority should itself scrutinize all the interconnection agreements filed by service providers and upon securitizing if the Authority finds any violation of the principle of non-discrimination then Authority should take appropriate action. Some stakeholders suggested that only trend analysis of the information should be disclosed to the public.
48. On the other hand, some stakeholders suggested that the information should be made available only to interested service providers holding a valid licence. Some stakeholders suggested that the true essence of non-discrimination can only be achieved if every type of information is disclosed so that anyone can get the channels on non-discriminatory basis. They are of view that providing access to relevant commercial information will help service providers to engage in interconnection arrangements looking at the data and trends and it will support level playing field and encourage competition based on efficiency and quality of service and effectively it will lead to transparency and non-discrimination.
49. The Authority is of the view that the details of information required to be reported by the broadcaster/distributor of individual agreements signed with distributor/Broadcaster, as per reference interconnect offer are non-confidential in nature as the reference interconnect offer published by the broadcaster/distributor is available in public domain. Thus all the interconnection agreements signed as per RIO are non-confidential in nature.
50. Some stakeholders raised their views as regards the security of their confidentially sensitive information through the digital documents/ scanned agreements. The Authority will endeavour to ensure full data security of such information. The documents/ agreements submitted by the broadcasters and distributors will be stored in encrypted form. Further the digital documents/ scanned documents will normally be stored in offline modes. The Authority will endeavour to take all suitable measures to ensure that the data stored in the register is not accessible unless as specified under the extent provisions of inspection of the Register.
51. The Authority has decided to maintain the register of interconnection agreements in two parts viz. Part I and Part II. Part I shall consist of the information (a) as reported under sub-regulations (1), (2), (4) and (5) of regulation 3; and (b) as reported in Part A under

sub-regulation (3) of regulation 3; and Part II shall consist of the information as reported in Parts B and C under sub-regulation (3) of regulation 3. The register shall be treated as non-confidential, unless a party to an interconnection agreement requests the Authority, in the manner and format prescribed in regulation, to keep any part of the agreement reported in Part II as confidential. The request for confidentiality shall be made in writing, along with a non-confidential summary of the portion sought to be kept confidential. The service provider shall clearly indicate the paras or parts thereof that may be treated as confidential. Such a request shall be accompanied by reason(s) for keeping such information as confidential. In case the Authority proposes to reject the request for confidentiality, it shall inform the service provider, in writing, the reasons for doing so, and give an opportunity to make a representation against the same within a stipulated period. On consideration of such representation, if any, the Authority shall take a final decision. In case the Authority rejects the request of the service provider, it shall communicate the same, in writing, along with the reasons for doing so. Thus, subject to the provisions contained in regulations, the register shall be kept open for inspection to any member of public on payment of fee prescribed under the Regulation.

Schedule -I*(Refer sub-regulation (1) of Regulation 3)***Reporting of Reference Interconnect Offer by Broadcasters**

Table (IA) (To be reported by all the Broadcasters)		
S.No.	Parameter	Details to be provided
1	Name of the Service Provider	
2	Details of RIO	No. _____ Date: _____ Attach Soft copy of RIO in Word and pdf Format (Both versions to be submitted)

Table (IB) List of Channels (To be reported by All the Broadcasters)						
S.No	Name of Channel	Type of Channel (Pay/FTA)	Genre of channel	Pay Channels*		
				MRP/month	Discounts, if any, on MRP to DPOs	Distribution fee*

*Information as per regulation 7 of Interconnection regulation 2017

Table (IC) List of Bouquets (To be reported by All the Broadcasters)						
S.No	(Total Number of Bouquets ____)					
	Name of Bouquet	No. of channels in Bouquets	Name of constituent of channels in bouquet	MRP/month of bouquet of pay channels	Discounts, if any, on MRP to distributors	Distribution fee*

*Information as per regulation 7 of Interconnection regulation 2017

Schedule -II

(Refer sub-regulation (2) of Regulation 3)

Reporting of Reference Interconnect Offer by All the Distributors

Table (IIA)		
S.No.	Parameter	Details to be provided
1	Name of the Service Provider	
2	Type of the distribution platform (MSO/ HITS/ IPTV/ DTH)	
3	Details of RIO	No. _____ Date: _____ Attach Soft copy of RIO in Word and pdf Format (Both versions to be submitted)
4	Channel Carrying Capacity, actual number of channels currently being carried on the platform and Spare channel capacity	Channel carrying capacity _____ Actual no. of channels carried _____ Spare Channel Capacity _____
5	Average Active Subscriber Base <i>(refer sub regulation 2 of regulation 8 and schedule VII of interconnection regulations, 2017)</i>	SD _____ HD _____ Total _____ Number of Pending Request* _____
6	Carriage Fee	Carriage Fee _____ Discount (if any) _____
7	Whether you are a 'Reporting distributor'***	Yes/ No
* Refer sub-regulation (4)(f) of regulation 4 of Interconnection regulation. Please attach the list of pending channels.		
** For details refer to the definition of reporting Distributor as provided for in regulation 2 (kk).		

Table (IIB) List of Channels*					
Sl. No.	Name of Channel	Type of Channel (Pay/ FTA)	DRP of Pay Channel	Genre	Channel no. on EPG
* Information as per of Regulation 8 & Regulation 4 of Interconnection Regulation 2017					

Table (IIC) List of Bouquets* (To be reported by All the Distributors)			
Sl. No.	Name of Bouquet	Name of Constituent Channels in the Bouquets	DRP of Bouquet
* Information as per of Regulation 8 & Regulation 4 of Interconnection Regulation 2017			

Table (IID) Target Market* (To be reported by All the Distributors)			
Sl. No.	Head End Location	Details of Target Market	Remarks if any
* Information as per of Regulation 8 & Regulation 4 of Interconnection Regulation 2017			

Schedule -III

(Refer sub-regulation (3) of Regulation 3)

Details of all individual agreements signed with distributor of television channels (DPO) (To be reported by All Broadcasters)

Table (IIIA): Part A (related to RIO based Agreement to be reported by all Broadcasters having Pay Channel(s))												
Sl. No.	Agreement No.	Name of the DPO	Address of the DPO	Date of signing the agreement	Validity period		Area covered	Number of a-la-carte pay channel	Name of a-la-carte pay channel	Name of Bouquet of pay channels	Distribution fee agreed	Amount of discount on maximum retail price (in %)
					From	To						

Agreements for placement, marketing or any other technical or commercial arrangement (To be reported by All Broadcasters)

Table (IIIB): Part A								
Sl.No.	Agreement No.	Type/name/nature of agreement (placement, marketing or any other technical or commercial arrangement)	Name of the DPO	Address of the DPO	Date of signing the agreement	Validity period		Area Covered
						From	To	

Agreements for placement, marketing or any other technical or commercial arrangement (To be reported by All Broadcasters)

Table (IIIC)											
Part A								Part B		Part C	
Sl.No.	Agreement No.	Type/name/nature of agreement (placement, marketing or any other technical or commercial arrangement)	Name of the DPO	Address of the DPO	Date of signing the agreement	Validity period		Area Covered	For monetary - Amount in Rs	For non-monetary - Details of incentive	Scanned/ Digitally signed Copy of the agreement
						From	To				

Note: Part B and Part C shall be considered for confidentiality subject to the provisions contained in sub-regulations (1) to (3) of regulation 6

Schedule -IV

(Refer sub-regulation (4) of Regulation 3)

(To be Reported by All Reporting Distributors)

Details of all individual agreements signed with broadcasters in respect of which request for re-transmission of television channel has been received														
Sl.No.	Agreement No.	Name of the broadcaster	Address of the broadcaster	Date of signing the agreement	Validity period		Area covered by the agreement	Number of a-la-carte pay and/or FTA channel	Name of channels covered by the agreement	Nature of channels covered by the agreement (pay or FTA)	Name of Bouquet of pay and/or FTA channels	Name of constituent pay and/or FTA channels of each bouquet of pay and/or FTA channels	Carriage fee agreed in respect of the each channel covered by the agreement (in rupee)	Amount of Discount percentage agreed in respect of the channel (% of carriage fee)
					From	To								

Schedule -V

(Refer sub-regulation (5) of Regulation 3)

(To be Reported by All Reporting Distributors)

Details of agreements with Local Cable operator													
Sl.No.	Agreement No.	Name of the LCO	Address of the LCO	Date of signing the agreement	Validity period		Area covered by the agreement	Specify on which basis the agreement has been signed (MIA/SIA)	Settlement of service charges (1)		Discounts	Any other fee (2) agreed	Remarks (3)
					From	To			Share of LCO in Distribution fee (in %)	Share of LCO in Network Capacity fee (in %)			

- 1) Fill this column only when MIA has been signed and the services charges are to be distributed between MSO & LCO in terms of distribution fee and network capacity fee.
- 2) Fill this column only in case of MIA when there is a different arrangement for settlement of service charges between MSO and LCO other than the sharing of distribution fee and network capacity fee.
- 3) Explain the nature of arrangement if settlement of service charges between MSO and LCO is different from sharing of distribution fee and network capacity fee.

Schedule -VI*(Refer sub-regulation (3) of Regulation 7)***Information related to Compliance officer**

S.No.	Parameter	Details
1	Name of the Service Provider	
2	Type of the Service Provider (Broadcaster/ MSO/HITS/IPTV/DTH)	
3	Registered address of the Service Provider	
4	Name of the Authorising officer/ Person	
5	Designation of Authorizing Officer/ Person	
6	Contact Details of the Authorizing Officer/ Person	Phone: (O): (M): e-mail:
7	Board Resolution / Authorization Letter Details	No. _____ Date: _____ (Authenticated Scanned Copy to be attached)
8	Whether original nomination/ Change	Original / Change
9	Name of the compliance officer	
10	Contact Details of the Compliance Officer	Phone: (O): (M): e-mail: