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**Written comments / Suggestions from
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**DRAFT TELECOMMUNICATION (BROADCASTING AND CABLE SERVICES) INTERCONNECTION
(ADDRESSABLE SYSTEMS) REGULATIONS, 2016**

PREFACE

Page 4 (iii)

There is confusion regarding the nature of subscription with respect to the FTA and Paid Channels, and therefore, definition of “subscription” and “subscription charges” should be appended in the definitions.

We feel subscriber base of 20%, will not do justice to a regional DPO's as against a national level DPO's within a given area. 20% is too low. We propose 75% instead, so as to provide a level playing field for both the players.

Explanation: A national level DPO will have a large subscriber base and thereby it will have a greater possibility for a given channel of having less than 20% in a –particular geographical are (as specified in Appendix I) whereas a regional DPO for this particular channel would be having much more than 20 % of his / her subscriber base.

Page 4 (vii)

The distribution fee of 20 % must be hiked to 45%, we bring to your kind notice that; earlier it used be 45 % which was settled by TRAI only in 2007, when CAS was implemented.

Keeping in mind, the operating cost has only increased during this time, and hence we appeal to you, that it should not be reduced, rather it should be restored to 45% at least.

Meantime the Broadcaster has got the increased number of revenue generating options such as (like OTT, overseas content sale etc.) but on the other hand DPO has got only limited avenues.

We also suggest that there should not be any provision of discount from broadcaster; as we feel it will create disparity, disputes and manipulations.

Page 4 (Xii)

The MIA and SIA should also be incorporated between Broadcasters and MSOs.

CHAPTER II

INTERCONNECTION

Page 15 Regulation 12

We feel six months is a long duration, which would consequently result in inefficient utilization of frequency, transmission bandwidth, and revenue loss to the distributors, and denial of service to other broadcasters in Que. We therefore propose a period of 45 days is sufficient enough, instead of six months to review the channel viewership.

CHAPTER III

REFERENCE INTERCONNECTION OFFER

Page 17 Regulation 5 Sub Regulation 2: Following terms should be incorporated.

Name and designation, contact num, email id of the signatory.

Authorization letter of the signatory.

Verified signature of the signatory

Company Seal

Licenses of the parties (with validity details)

Specification of the quality of the content for transmission and re transmission.

License of the content and validity of the copy rights.

Down linking / up linking permissions and its validity.

Parties should indemnify to each other for complying the code of conduct as per cable TV Act. For instance it has been found that most of the broadcaster are showing more than the 12 minutes of commercials than the allowed stipulated interval.

We are highlighting such issues, because we find such issues are important and are being neglected by the parties and it should minimize the possibility of any kind of dispute.

Page 18 Regulation 5 sub Regulation 3

Please refer to comments submitted under **Page 4(vii)**

Page 18 Regulation 5 sub Regulation 4

Please refer to comments submitted under **Page 4(vii)**

Page 18 Regulation 5 sub Regulation 5:

TRAI should bring a standard MIA, and SIA between the broadcasters and the MSO similar to what has been brought and published between the LCO and the MSO by TRAI earlier (as per schedule V, VI).

Page 19 Regulation 9:

Further explanation is required, e.g those agreement which were signed before finalization of ROI (1/04/2017) would such agreements be valid even after the implementation of "Reference Interconnect Agreement".

Page 20 Regulation 6 sub Regulation 2 {Para 3}:

Carriage fee should be 60 paise for HD channel , because TRAI allowed Broadcaster to charge subscription three times the maximum retail price of corresponding channel transmitted in SD format (refer: Tariff order 2016 Page9 Regulation (5)).

CHAPTER IV

INTERCONNECTION AGREEMENT

Page 23 Regulation 9 Sub Regulation 1:

We suggest to incorporate that the agreement date should be one date for all the broadcasters, such as 1st April of every year, rather than different dates for different broadcasters.

Explanation: A possibility of different dates of price changes in channels would become operational inconvenience to the MSO's and also to the subscribers in general.

Page 26 Regulation 9 Sub Regulation 13:

The term "Interconnect agreement" must be replaced with "Reference Interconnect Agreement".

It must be mandatory to all the Broadcasters and DPO's to freshly enter into the final "Reference Interconnect Agreement" for implementation with immediate effect.

The term "Reference Interconnect Agreement" should also be defined in the definition section of the document.

Page 27 Regulation 9 Sub Regulation 17 Para 3:

We propose a standard term of Reference interconnect agreement should be at least 3 years instead of 1 year and this term period should be uniformly applicable across all the DPO's .

Under present circumstances broadcasters are signing the longer term agreements with their corresponding holding company and any other big DPO's , whereas at the same time they are offering and signing the shorter term agreements with small DPO's . This disparity needs to be addressed.

CHAPTER V

SUBSCRIPTION REPORT AND AUDIT

Page 33 Regulation 13 Para 1:

Kindly refer to the explanation given under "Page 104 Schedule VII (2)"

Page 34 Regulation 14 sub Regulation 1 Para 3:

We propose; that 0.5% should be replaced with 1%.

Page 35 Regulation 14(2) Para 1:

We suggest that the DPO shall conduct self-audit through an empaneled auditors from TRAI Only and if such audit is challenged by the broadcaster then in such case if the broadcasters wishes to do re-conduct the audit, then the cost of such audit shall be borne by the broadcaster only and not by DPO under any circumstance.

Suggestion for Rephrasing the para 1, reproduced below with modifications highlighted:

In cases where a broadcaster is not satisfied with the **Current submitted** audit report received under sub regulation (1), after communicating the reasons of dissatisfaction in writing to the distributor **within 60 days** such broadcaster may, not more than once in a calendar year, audit the subscriber management system, conditional access system ~~and other related system~~ of the distributor of television channels for the purpose of verifying the information contained in the subscription reports, the amounts payable by the broadcaster or the distributor, as the case may be, and compliance with the terms and conditions of the interconnection agreement.

Additional sub Regulations to be included in the Regulation 14:

Sub Regulation 4:

The maximum period of audit exercise shall be time bound such as 3-5 working days.

Sub Regulation 5:

The outcome of the audit , any how should be concluded within 3 weeks, wherein the broadcaster can submit its claim (if any) and the DPO is given sufficient time to verify the claim and respond with either

acceptance of such claims or with declination of such claims with necessary explanation. When after such period is over and if both the parties do not submit their claims/counter claims then outcome of the audit should be considered as mutually acceptable to both the parties.

Schedule III
(Refer sub-regulation (5) of the regulation 9)

Addressable Systems Requirements

Page 43 Regulation 4:

This is technically not correct, If CAS did not provide such an interface in the first place, then how would one test and commission the CAS integration with a Scrambler (when a CAS is introduced for the first time into the system, it's integration is first tested with a scrambler and thereafter it is done with an SMS). So therefore it should be said such that:- “The responsibility and accountability lies with the DPO to maintain a discipline of not directly doing any sort of activation / deactivation of STB’s from CAS only”.

Note:- Any discrepancy arising due to such practice shall anyhow will be captured during annual audit.

Page 43 Schedule III (6):

Not every CAS Provider support this feature.

Page 45 Schedule III (15) a:

Not every CAS Provider support this feature.

Page 46 Schedule III (B) 5:

Not all CAS Provider support this feature, I.e Some CAS support only on Smart Card number basis and not on the STB Number.

Page 46 Schedule III (B) 11:

Not all CAS Provider support this feature. i.e some CAS do not support message scrolling

Page 47 Schedule III (C) 8:

Need further Clarification and explanation.

Additional sub Regulations to be included in the Schedule III (C):

Page 47 Schedule III (C) 11:

STB should be capable of displaying water marking on the screen.

Schedule VII (Refer sub-regulation (1) of the regulation 13) Details of subscription reports to be provided by a distributor of television channels to a broadcaster

Page 104 Schedule VII (2)

CAS generates only the logs and not the reporting, we ask that monthly reporting should be submitted with SMS Only.

Page 105 Schedule VII Notes :- (3):

A single Subscriber can have more than one STB, and this STB is associated with a one connection. So each Set top Box Connected with Unique Subscriber ID and associated Connection ID should technically be considered a one subscriber.