

AGREEMENT

This agreement is made on (Date) between BHARTAT SANCHAR NIGAM LIMITED (BSNL),(Name of circle), a Telecom Circle/ Telecom District of Bharat Sanchar Nigam Limited (BSNL), a Government of India Enterprise, having its registered office and Corporate office at Bharat Sanchar Bhawan, Janpath, New Delhi-1 (hereinafter called BSNL) of the first part and(Name & Full Address with PIN code) of PRM Service Subscriber, (here after called the service subscriber) of the second part which expression shall include his agents, servants, successors, assigns etc.

Whereas the BSNL has introduced a service under the name and style of Premium Rate Service (PRM) to its prepaid mobile customers such as to offer advice/consultation, forecast, share market, jobs consultation and information on sports etc. However any service/activity which is in contravention of any law is not permissible.

Further any service which may generate large numbers calls (say 500 call attempts in an hour) on network would require approval of BSNL. In this regard, before introducing new scheme as aforesaid, 15 days notice will be given by PRM service subscriber to BSNL for which request would be addressed to(Designation of IN incharge of SSA) of(Name of Circle).

And WHEREAS the Service Subscriber had applied to BSNL for allotment of PRM number

And whereas the BSNL has agreed to grant a PRM connection to(Name of PRM Service Subscriber) (hereinafter called PRM Service Subscriber) to maintain and provide PRM number 1867 XYZ ABCD (XYZ= SCP Code & ABCD = number of PRM Service Subscriber) as per letter number(details of BSNL order for issuing PRM number) on terms and condition of BSNL.

And whereas both the parties have agreed to enter in to this agreement for revenue sharing as envisaged in the scheme of BSNL from the calls generated by the said service subscriber on his allotted number(s).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. That it is specifically agreed and understood that the PRM Service Subscriber shall provide only Astrological and Chat type services to its customers from PRM connections allotted under this agreement. In case the PRM Service Subscriber wants to change the nature of services, the same can be done only after taking prior written permission from BSNL. In case the PRM service subscriber provides any service other than for which PRM connection has been obtained without taking any permission from BSNL, the BSNL would be within its right to forthwith disconnect the said PRM number and the decision of BSNL in this regard shall be final and binding.
2. That on being allotted the PRM number(S) the service subscriber shall be called as PRM Service Subscriber.
3. That Numbers:-

S. N.	PRM No.	Type of service
	1867 XYZ ABCD (XYZ= SCP Code & ABCD = number of PRM Service Subscriber)	Chat & Astrological (For example)

So allotted PRM numbers will be allowed to be accessed from BSNL Prepaid Mobile in the areas covered by (name of the circle having mobile service area) Telecom Circle/ Telecom District of BSNL.

4. That all the calls made at the said number(s) will be charged Rs. 1.20 per pulse and the pulse duration is (04/12/30/60) seconds. The PRM service Subscriber would be paid as per the table as mentioned below and the balance will be booked as revenue of BSNL.

Monthly usages in terms of pulses registered due to the incoming calls on individual PRM No. of customer	Revenue share with PRM subscriber
Up to 1 lakh pulses	20 paisa per pulse
More than 1 lakh to 5 lakh pulses	30 paisa per pulse
More than 5 lakh to 10 lakh pulses	40 paisa per pulse
More than 10 lakh pulses	50 aisa per pulse

In the event of revision of tariff by competent authority, the amount to be shared would be reviewed / revised by BSNL. For sharing of revenues, the information/data as recorded by(Name of SSA),(name of circle) , BSNL will be final .

5. Records as maintained by PRM service subscriber shall not be taken into consideration for revenue purpose. No revenue share shall be payable on calls received directly on terminating number of service subscriber i,e by passing BSNL IN platform.
6. That it is agreed that in respect of call units registered during the particular months, the revenue share of the PRM service subscriber shall be paid on quarterly basis after a gap of three months but not later than six months.
7. That no commission will be paid by the BSNL to the PRM Service Subscriber in case BSNL fails to recover the dues from its subscriber. The said amount will be payable only after the said dues are realized from the subscribers.
8. In case by mistake or oversight and for whatever reason any commission has been paid by BSNL for the amount which has not been recovered, the BSNL would be within its right to adjust the same from subsequent bills and or invoke the bank guarantee if any for the said amount in case the service subscriber fails to pay the said amount within 15 days of raising of such demand. On invocation of the bank guarantee the PRM service subscriber will make good the said bank guarantee if any and bring it to the original amount.
9. That the decision of BSNL with respect to the total call units registered shall be final and binding.
10. That the service subscriber hereby confirms that it/they have gone through the Indian Telegraph Act and Rules framed there under as also the terms and conditions of PRM service scheme and agrees to abide by the same. The services which it will provide shall be within the four corners of the said Act and Rules framed there under and circulars /

notifications/ orders issued by the DoT / BSNL from time to time will be followed and any violation of the same may result in immediate disconnection / termination of the said facility.

11. The PRM service Subscriber will be personally responsible for the use of his PRM number. The service subscriber shall neither disturb or irritate any person or create nuisance nor use the said service for the transmission of any message or communications which is indecent or obscene in nature or is calculated to annoy any person or to disturb the maintenance of public order or in any other manner contrary to provision of law. The service subscriber also undertakes not to issue any obscene / indecent advertisement with the sole purpose of soliciting business. Any act contrary to the above provision shall result in immediate termination of this agreement and the decision of the BSNL in this regard shall be final and binding.
12. That BSNL shall not be responsible for any illegal and unlawful act which the PRM service subscriber may indulge while providing the said services. In case BSNL receives any complaint with respect to any illegal or unlawful act of the PRM service subscriber, BSNL will be at liberty to take such steps including terminations of the service forthwith and decision of the BSNL shall be final and binding.
13. That normal maintenance / repair and service facility of the BSNL lines shall be provided by the BSNL to its other subscribers. The PRM service subscriber will follow the normal fault report procedure however, PRM service subscriber shall on his own maintain his equipment at his own cost.
14. That in case the service subscriber advertises with respect to the service being provided by him, the advertisement shall clearly mention the pulse rate at which the calls shall be charged to the calling party. Pulse rate in the advertisement shall be of minimum font 10 (ten) print size.
15. That PRM Service Subscriber has to comply with all directives of TRAI or any other competent authority issued regarding operation of PRM Service, advertisement etc at his own cost.
16. This agreement is on principal to principal basis and nothing contained herein shall be deemed to create any associations, partnership, joint venture or relationship of principal and /or agent or Master or Servant.

17. That the PRM service subscriber will have a non-exclusive right of providing the services and the BSNL reserves its right to appoint any number of service subscriber providing similar services as are being provided by the present PRM service subscriber.
18. That the BSNL may ask a bank guarantee from the PRM service subscriber as and when required equivalent to one month's average revenue taking and average of last six months to safeguard the interest of BSNL. However, in the case of new PRM service subscriber the said service subscriber shall furnish a bank guarantee of Rs. 20000.00 (Rupees twenty thousand only) valid for a period of one year. However, the BSNL shall review the said bank guarantee after a six months from the date of entry providing of said connection and the bank guarantee will accordingly be modified keeping in view of his six months billing pattern. Thereafter the bank guarantee will be renewed after every one year and the amount of the bank guarantee will be reviewed on the basis of calls made during the preceding 12 months.
19. The PRM service subscriber shall not divulges or make known to any person any of the matters relating to the business of the BSNL or any business information relation to the caller/subscriber which may come to the knowledge of the PRM service subscriber. This bar shall remain valid for a period of two years from the date of termination of this agreement.
20. That PRM service subscriber also hereby agrees to indemnify and hold BSNL harmless from any loss, claim, damages, compensation or expenses etc of any kind on account of the services being provided by the said service subscriber which may be awarded by any Court of Law including the Consumer Forum etc.

21. ARBITRATION CLAUSE:-

- a) In the event of any question, dispute(s), differences arising under this agreement or in connection herewith (except as to matters the decision of which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the Chief General Telecom Circle/Telecom District (here after referred to as the said officer) or any person nominated by him.
- b) There will be no objection to any such appointment that the ARBITRATOR or a Govt. Servant or BSNL Employee, if however the arbitrator is a Govt. servant or BSNL Employee, he will not be one who had an opportunity to deal with the

matter to which the agreement relates during the course of his duties and he has expressed his view, on all or any of the matters in disputes or difference.

- c) The award to the arbitrator shall be final and binding on the parties.
- d) Subject to the aforesaid provisions, the Indian Telegraph Act, 1885 and the rules made there under and any stipulations / modifications for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

22. That in case of any disputes under this agreement the courts at alone will have the exclusive jurisdiction.

23. This being a new service arrangement will be reviewed after a period of one year.

IN WITNESS WHERE OF the parties hereto have put their signatures, seal on the date, month and year first mentioned above.

WITNESS

1.

BHARAT SANCHAR NIGAM LIMITED

2.

PRM SERVICE SUBSCRIBER