MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made on this 4th day of July 2017

BETWEEN

THE ROADS AND HIGHWAYS DEPARTMENT, Roads Transport and Highways Division, Ministry of Road Transport and Bridges, Government of the People’s Republic of Bangladesh represented by Chief Engineer (hereinafter referred to as “RHD” which expression shall unless excluded by or repugnant to the context shall mean and include its legal representatives, successors-in-interest and permitted assigns) of the ONE PART.

AND

FIBER @ HOME LIMITED (FHL), a private company limited by shares and duly incorporated under relevant Company Act 1994 of Bangladesh, having company registration number C-7042(2930) /08 and Nation Nationwide Telecommunication Transmission Network (NTTN) License being No. BTRC/ LL/NTTN/- Fiber(317)/2008-01 Dated: 07/1/2009 obtained from Bangladesh Telecommunications Regulatory Commission (BTRC) and carrying on business through its registered office at 69/k, Brabham Kazi Nuruzzaman Road (Green Road) Panthapath, Dhaka-1205, represented by its Managing Director Mr. Moynul Haque Siddiqui (hereinafter referred to as “FHL”, which expression shall unless excluded by the repugnant to the context shall mean and include its legal representatives, successors-in-interest and permitted assigns) of the OTHER PART.

WHEREAS FHL is the largest Optical Fiber Cable Network Operator in the country having the Nationwide Telecommunication Transmission Network (NTTN) license from BTRC. It provides nationwide telecommunication transmission network services to MNS operators, ISPs, Cable TV operators and government entities FHL is predominantly providing Optical Fiber connectivity to Government offices under ‘INFO SARKER PROJECT’ which is one of the major projects of “Digital Bangladesh”.

AND WHEREAS RHD is one of the concern authorities to implement the decision no. 15 of the 22nd Meeting of Domestic Network Coordination Committee (DNCC) regarding laying Optical Fiber Cable through Open Cut or (Horizontal Directional Drilling) HDD method in highways by the NTTN operators. Accordingly, Ministry of Road Transport and Bridges also instructed to execute a MOU between FHL (NTTN Licensed from BTRC) and RHD for establishing optical fiber cable at the end of Right of Way (ROW) of roads and highways. In the light of the DNCC resolution and instruction of concern Ministry, FHL is willing to enter into this MOU with RHD.

Now, therefore both the parties reached the following understanding:

1. DEFINITIONS:

“MOU” shall mean the MOU mentioning the amendments of this MOU made from time to time, which are part of the agreement.

“HANDHOLE” means the underground structure of FHL’s Fiber route where spare Fiber is kept in loop for the purpose of Operator and Maintenance and Future expansion.
"INSPECTION PIT" means a hole into a land made during HDD work for the purpose of inspection of the feasibility of underground space which usually restored.

"RCC" means mixture of Reinforced Cement Concrete.

"HDD" means Horizontal Directional Drilling of HDPE Duct (High Density Polyethylene) under the surface of the earth as well as cable blowing.

"SURVEY DRAWING" mean the survey report submitted by the FHL to the RHD while getting permission mentioning the structure of the project applied for.

"NTTN License" shall mean the license obtained from Bangladesh Telecommunication Regulatory Commission (BTRC) for establishing and maintaining Nationwide Telecommunication Network.

2. OBJECTIVE OF THE MEMORANDUM:
   a) FHL shall develop, build, operate and maintain optical fiber cable network into the highways owned by RHD all over the country.
   b) To implement the decision no. 15 of the 22nd Meeting of Domestic Network Coordination Committee (DNCC) and the subsequent instruction of concern Ministry.
   c) The Memorandum of Understanding (MOU) defines the structure of cooperation and permission procedure between the FHL & RHD.

3. SCOPE OF WORKS:
   a) FHL will establish nationwide Optical Fiber Cable Network into underground through HDD, Open Cut method or overhead through post or pillar into the Right of Way (ROW) in the highways of RHD.
   b) RHD will provide permission to FHL to develop, build, operate and maintain underground Optical Fiber cable network under this MOU time to time.
   c) FHL will pay compensation to RHD only for Open Cut space and will pay charge against actual damage (if any) caused to the highways.

4. EFFECTIVENESS & AMENDMENT OF THIS MOU:
   a) This MOU will come into effect on the date of signing by both parties and will remain valid until and unless terminated by either party or till the validity of FHL NTTN License.
   b) Both parties may make amendment to this MOU at any time by mutual consent in writing.

5. PERMISSION:

FHL shall obtain prior permission from the concern Executive Engineer of Roads Division under RHD by submitting application, survey drawing and compensation before starting any HDD and Open Cut work.

6. SUPERVISION:

The Optical Fiber Cable network will be established under the instruction of concern representative of RHD. The implementation of such instruction will be confirmed by the FHL representative (s) in charge.
7. **FINANCIAL PROVISION**:

a) FHL will pay compensation according to the RHD schedule of Rate (SOR) for only actual length of Open Cut space in favor of Concerned Executive Engineer before getting permission from RHD. However, FHL should not require to pay any lump sum amount or compensation for the length of HDD method (except compensation for Open Cut space) corresponding to laying Optical Fiber Cable network.

b) According to Article 7 of Land Management Policy 2015 of RHD, FHL being NTTN License will not require to pay any land usage fee like other organizations of government /semi government /autonomous/local government.

c) In case of bridge crossing, FHL shall follow the technical process mentioned in Clause 8 (e) which will not damage the bridge interrupt the public transportation and movement in any manner and therefore no fees or charges will be required to pay additionally.

d) FHL shall pay charge of RHD based on actual case by case, if any damage caused to any highways while laying optical fiber cable through HDD method.

e) The amount will be deposited in to the respective code number prescribed by RHD. It will be considered that the compensation amount has been paid for restoration of the Open Cut space of highways by RHD as before.

8. **TECHNICAL SPECIFICATION**:

a) FHL will establish, build or lay underground optical fiber cable through HDD or Open Cut method at the end of Right of way and may install post or pillar for overhead cable pulling.

b) In case of HDD method, inspection pit will be made maintaining (200-300) meter distance from each.

c) Into the Open Cut space, FHL shall make RCC Hand Hole with slab on top of it as mentioned in the respective survey drawing.

d) FHL by giving reasonable notice to RHD will be able to put up any number of post or pillar for the purpose of laying aerial fiber under the scope of section 42 of the Bangladesh Telecommunication Act, 2001.

e) In case of any bridge exceeding 30 (Thirty) meters long, FHL shall establish its Optical Fiber Cable from the outside of the railing or under the footpath or at the edge of the bridge using DWC duct or U Clump. In such situation, FHL make inspection Pit or Hand Hole to both end of length of the bridge.

f) FHL shall build, operate and maintain the optical fiber network by its own cost and endeavor.

g) As build drawings along with GIS shape etc shall be submitted to the concerned road division as well as to MIS and estate circle of RHD.
9. **TRANSFER OR RELOCATION OF OPTICAL FIBER NETWORK:**

FHL will be bound to transfer or relocate its Optical Fiber Cable network from the highways with 80 (Sixty) calendar days, if RHD issues any prior notice for doing so far development or expansion of the highways, failing which the Optical Fiber Cable will be deemed as abandoned and FHL shall not have any right to get compensation for any damage caused to the Optical Fiber Cable by RHD as well as FHL shall not be able to get any legal aimed from any court. After expiry of 60 (Sixty) working days of such letter, RHD shall have the discretionary right to take decision regarding the said work.

10. **SAFETY AND PUBLIC TRANSPORT:**

a) FHL will ensure the smooth public and transport communication during HDD or open cut work as well as arrange sign, signal and indicators for avoidance of any incur or accident.

b) FHL will take necessary safety measures for its representatives as per the standard of Labour Law of the land and RHD shall not have any responsibility or liability in this regard.

c) FHL shall take necessary precautionary measures while doing HDD work for protecting property of RHD.

11. **RESTRANTS:**

FHL shall remain restraint from constructing any temporary or permanent structure in proposed project area and/or land.

12. **ASSIGNMENT:**

FHL shall not have right to transfer the permission obtained from RHD to any third party in any manner. However, FHL will be able to deploy and third party to perform HDD work as per instruction of RHD and direct supervision of FHL. Any damage or hamper caused due to performance of the third party shall lie upon FHL.

13. **DISPUTE RESOLUTION:**

a) Both parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the MOU or its interpretation. On any disagreement between or among parties will be informed by the complaining party in written notice to other party.

b) Both parties may mutually conduct survey for any kind of dispute resolution. Even though, if the parties unable to reach an amicable settlement within (15) working days of the survey on the matter of disagreement, the matter should be settled under section 43 of the Bangladesh Telecommunication Act, 2001.

14. **NOTICE:**

All notices, requests, demand and other communications required or permitted to be given pursuant to or in connection with this MOU shall be in writing and signed by the party or by a duly authorized officer of the Party giving such notice, and shall be addressed as follows to the other Party and shall be (a) delivered personally or by overnight courier, (b) sent by facsimile transmission (c) or sent by registered mail, (d) email to the following addresses:
The Notice shall be sent:

1. **For FHL:** Fiber @ Home Limited, 69/K, Biruttam Kazi Nuruzzaman Road (Green Road) Panthapath, Dhaka-1205,

2. **For RHD:** Executive Engineer, Concern Road Division.

**COUNTERTPART:**

This MOU may be executed in counterparts each of which shall be deemed to be an original and when taken together shall constitute one and the same.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

For and on behalf of RHD

[Signature]

Ebne Amin Haseer
ID No: 001033
Chief Engineer,
Roads and Highways Department
Sarat Bhaban, Togra Park

For and on behalf of FHL

[Signature]

Mr. Moynul Haque Siddiqui
Managing Director

Road and Highways Department

Fiber @ Home Limited

Witness-1:

[Signature]

Md. Mahbub Ullah
ID No: 006061
Additional Chief Engineer, RHD
Management Services Wing
Sarut Babu, Region, Dhaka 1205

Witness-1:

[Signature]

Mr. Humayun Kabir Monir
Consultant