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**Consultation Paper on Interconnection framework for Broadcasting TV
Services distributed through Addressable Systems**
Dated 4th May, 2016

In response to TRAI's consultation paper on 'Interconnection framework for Broadcasting TV Services distributed through Addressable Systems' our issue wise comments are stated hereunder.

You may kindly note that below comments are without prejudice to our rights and contentions, including any ongoing or future litigations and we reserve our rights to modify, change and submission of further comments or counter comments to clarify our position on the issues under this consultation paper.

COMMON INTERCONNECTION FRAMEWORK FOR ALL TYPES OF ADDRESSABLE SYSTEMS

Question 1.1 How a level playing field among different service providers using different addressable systems can be ensured?

Answer: A plethora of differences exist between different Addressable Distribution Platforms in the following terms:

- i. Different network topologies in terms of number of intermediaries, consumer interface
- ii. Differences in technologies,
- iii. Differences in the cost of delivery of services,
- iv. Licensing conditions
- v. Last mile connectivity like cable and non- cable
- vi. Stakeholders in the distribution ecosystem

We recommend that the Addressable Distribution Platforms may be divided in to two categories i.e. Cable (Digital addressable Cable TV and HITS) & Non Cable distribution systems (DTH and IPTV).

We also recommend that within the two categories/class level playing field may be ensured.

Question 1.2 Should a common interconnection regulatory framework be mandated for all types of addressable systems?

Answer: No, we recommend that the Addressable Distribution Platforms may be divided in to two categories i.e. Cable & Non-Cable, as explained in 1.1 above.

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TRANSPARENCY, NON-DISCRIMINATION AND NON-EXCLUSIVITY

Question 2.1 Is there any need to allow agreements based on mutually agreed terms, which do not form part of RIO, in digital addressable systems where calculation of fee can be based on subscription numbers? If yes, then kindly justify with probable scenarios for such a requirement.

Answer: Mutually agreed terms which do not form part of the RIO/ Standard Interconnection Agreement (SIA) should not be allowed. However, if a formula for calculation of fee based on subscription numbers is declared in the RIO and offered uniformly to all stakeholders, the regulations should not restrict the same.

RIO/ SIA should contain all the terms and conditions including fee, discounts or any other incentive, offered by provider.

Question 2.2 How to ensure that the interconnection agreements entered on mutually agreed terms meet the requirement of providing a level playing field amongst service providers?

Answer: We suggest mutually agreed terms outside the RIO may not be permitted. RIO/ SIA should contain all the terms and conditions including rates and discounts, if any, offered by provider, for each and every alternative

Question 2.3 What are the ways for effectively implementing non-discrimination on ground? Why confidentiality of interconnection agreements a necessity? Kindly justify the comments with detailed reasons.

Answer: We suggest mutually agreed terms outside the RIO/SIA may not be permitted. RIO/SIA should clearly spell out objectively and in sufficient detail, all the terms and conditions including rates and discounts, for each and every alternative. The seeker should unambiguously be aware of all options available to it before entering into an interconnection agreement. Such an arrangement may be made binding on broadcasters as well as distributors. No additional benefit or discount should be offered by the provider to any seeker outside the construct of the published RIO/SIA, as this may militate the very principles of transparency and non-discrimination.

Question 2.4 Should the terms and conditions (including rates) of mutual agreement be disclosed to other service providers to ensure the non-discrimination?

Answer: Refer to Answer 2.3

Question 2.5 Whether the principles of non-exclusivity, must-provide, and must-carry are necessary for orderly growth of the sector? What else needs to be done to ensure that subscribers get their choice of channels at competitive prices?

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Answer: Yes, principles of non-exclusivity, must-provide, and must-carry are necessary for orderly growth of the sector, however, considering that a skewed level playing field exists in broadcasting sector, TRAI should first ensure following:

- 1) The principles of 'Non-discrimination' and 'parity' should be implemented for all stakeholders and at all levels.
- 2) All channels should be available at the retail level to the consumer on both bouquet and a-la-carte basis. Therefore, "must carry" should be enforced as a regulatory mandate for the DPOs as well.
- 3) TRAI should mandate disclosure of discounts and there should be a cap on permitted discounts at all levels.
- 4) Carriage fee should be abolished and placement or LCN/ EPG fee paid for each channel should be made uniform, rationale, reasonable and non-discriminatory by regulations mandating it to be disclosed and made available in public domain.
- 5) The DPOs should disclose to the regulator the viewership and subscription of each channel periodically which in turn should be made available on public domain in a transparent manner.
- 6) Genre based bundling of channels should be introduced at wholesale as well as the retail level. This provision of bundling being allowed only genre wise will ensure that the broadcasters with larger number of channels are not able to unjustly push the channels with low viewership along with their driver channels to the DPOs. We also foresee that such mandate will standardize the bouquets offered by the last mile operators and make it easy for the consumer to compare and make choice. The bouquets offered to customer at retail level should be declared by TRAI genre wise. We suggest that the Broadcast Audience Research Council's (BARC) list of genre in TV channels be adopted by TRAI. This shall also ensure parity at retail level for all stakeholders.
- 7) TRAI shall declare a cap on genre wise bouquet rate. It should be ensured that bouquet rate of channel must be discounted in comparison to a-la-carte rate. Vertical Integration of DPOs and broadcasters should be strictly disallowed.
- 8) To deter selective disclosures and ensure that disclosures are made by all stakeholders, significant penal action should be taken for any non-compliance.
- 9) Separate and more stringent regulatory framework should be established for Significant market players, keeping in mind that significant market players influence the distribution networks in their favor by adopting anti competitive and unfair trade practices.

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Question 2.6 Should the RIO contain all the terms and conditions including rates and discounts, if any, offered by provider, for each and every alternative? If no, then how to ensure non-discrimination and level playing field? Kindly provide details and justify.

Answer: We suggest that RIO/SIA should contain all the terms and conditions including rates and discounts, if any, offered by provider, for each and every alternative

Question 2.7 Should RIO be the only basis for signing of agreement? If no, then how to make agreements comparable and ensure non-discrimination?

Answer: Yes, RIO/SIA should be the only basis for signing of interconnect agreement.

Question 2.8 Whether SIA is required to be published by provider so that in cases where service providers are unable to decide on mutually agreed terms, a SIA may be signed?

Answer: The Standard Interconnection Agreement (SIA) format may be published by the regulator and this may spell out an essential and sufficient set of the terms and conditions, except the prices and other commercial terms, for interconnection between a provider and seeker. It may be akin to RIO less the availability of multiple options of commercial terms and conditions. The prices and other commercial terms may be chosen by seeker from the options available within the RIO and filled in the SIA to render and make it a final acceptable agreement. We also suggest that the terms of SIA may be predefined by the regulator to avoid unreasonable delay in signing of the interconnection agreement.

Question 2.9 Should a format be prescribed for applications seeking signals of TV channels and seeking access to platform for re-transmission of TV channels along with list of documents required to be enclosed prior to signing of SIA be prescribed? If yes, what are the minimum fields required for such application formats in each case? What could be the list of documents in each case?

Answer: No, a format for application for seeking signals of TV channels may not be prescribed and the broadcaster should be able to call for the documents needed.

Question 2.10 Should 'must carry' provision be made applicable for DTH, IPTV and HITS platforms also?

Answer: Yes, must carry as a principle must be made applicable for DTH, IPTV and HITS platforms also.

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Question 2.11 If yes, should there be a provision to discontinue a channel by DPO if the subscription falls below certain percentage of overall subscription of that DPO. What should be the percentage?

Answer: We suggest that a provision may be made giving the freedom to DTH and HITS operators to discontinue carrying a channel if the subscription to that particular channel, in the preceding six months is less than or equal to a given minimum of 10 percent of the total active subscriber base of that operator averaged over that period. However, fair packaging of channels must be ensured by allowing only Genre based packaging at retail level. TRAI should allow only may adopt BARC recognized Genres.

Question 2.12 Should there be reasonable restrictions on ‘must carry’ provision for DTH and HITS platforms in view of limited satellite bandwidth? If yes, whether it should be similar to that provided in existing regulations for DAS or different. If different, then kindly provide the details along with justification.

Answer: We suggest that a provision may be made giving the freedom to DTH and HITS operators to discontinue carrying a channel if the subscription to that particular channel, in the preceding six months is less than or equal to a given minimum of 10 percent of the total active subscriber base of that operator averaged over that period. However, fair packaging of channels must be ensured by allowing only Genre based packaging at retail level. TRAI should allow only BARC recognized Genres.

Question 2.13 In order to provide more transparency to the framework, should there be a mandate that all commercial dealings should be reflected in an interconnection agreement prohibiting separate agreements on key commercial dealing viz. subscription, carriage, placement, marketing and all its cognate expressions?

Answer: Yes, all commercial dealings should be captured in the interconnection agreement. There should be a prohibition on any separate agreements for commercial dealing viz. subscription, carriage, placement, marketing and all its cognate expressions. The interconnection agreement should be RIO/ SIA based only and RIO should contain all the terms and conditions including rates and discounts, if any, offered by provider, for each and every alternative.

EXAMINATION OF RIO

Question 3.1 How can it be ensured that published RIO by the providers fully complies with the regulatory framework applicable at that time? What deterrents do you suggest to reduce non-compliance?

Answer: We suggest that since RIO is a public document and shall also be filed with TRAI. Any objection regarding a RIO may be raised by a stakeholder

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with the TRAI. TRAI may then on case to case basis examine the concerned complaint and RIO in question, to check for non-compliance. We do not recommend a set timeframe for making such complaints.

Question 3.2 Should the regulatory framework prescribe a time period during which any stakeholders may be permitted to raise objections on the terms and conditions of the draft RIO published by the provider?

Answer: We do not recommend a set time frame for raise objections on the terms and conditions of the draft RIO published by the provider. Any objection regarding a RIO may be raised by a stakeholder with the TRAI. TRAI may then on case to case basis examine the concerned complaint and RIO in question, to check for non-compliance.

Question 3.3 If yes, what period should be considered as appropriate for raising objections?

Answer: We do not recommend a set time frame for raise objections on the terms and conditions of the draft RIO published by the provider.

TIME LIMIT FOR PROVIDING SIGNALS OF TV CHANNELS / ACCESS TO THE PLATFORM

Question 4.1 Should the period of 60 days already be prescribed to provide the signals may be further sub divided into sub-periods as discussed in consultation paper? Kindly provide your comments with details.

Answer: The prescribed time line of 60 days for providing the signals is sufficient and we do not suggest any change to the current regulatory provisions in this regard. Any further sub-division of already prescribed time line shall make the process more difficult and complicated.

Question 4.2 What measures need to be prescribed in the regulations to ensure that each service provider honour the time limits prescribed for signing of mutual agreement? Whether imposition of financial disincentives could be an effective deterrent? If yes, then what should be the basis and amount for such financial disincentive?

Answer: We suggest that the current regulatory framework is sufficient and needs no further amendments. We also request that any changes to make the current framework more stringent, should be made, keeping in mind that it should not become a tool for one stakeholder to pressurize the other, thereby avoid tilting the balance of negotiating power.

Question 4.3 Should the SIA be mandated as fall back option?

Answer: Yes, SIA should be mandated as a fall back option. The SIA format may be published by the regulator and this may spell out an essential and sufficient set of the terms and conditions, except the prices and other

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commercial terms, for interconnection between a provider and seeker. It may be akin to an RIO less the availability of multiple options of commercial terms and conditions. The prices and other commercial terms may be chosen by seeker from the options available within the RIO and filled in the SIA to render and make it a final acceptable agreement. We also suggest that the terms of SIA may be predefined by the regulator to avoid unreasonable delay in signing of the interconnection agreement.

Question 4.4 Should onus of completing technical audit within the prescribed time limit lie with broadcaster? If no, then kindly suggest alternative ways to ensure timely completion of the audit so that interconnection does not get delayed.

Answer: The onus of completing technical audit within the prescribed timeframe should not be put on the broadcaster as the same may result in unjustly shielding the DPOs. This may also enhance the problem of non-cooperation from the distributor in providing the requisite information. Liability for delay should only be affixed after ascertaining the facts of each case and examination of evidence. Any complaint in this regard should be examined by appropriate forum.

Question 4.5 Whether onus of fixing the responsibility for delay in individual cases may be left to an appropriate dispute resolution forum?

Answer: The onus of completing technical audit within the prescribed timeframe and the burden of proof of reasons for delay should not be put on the broadcaster as the same may result in unjustly shielding the DPOs. This may also enhance the problem of non-cooperation from the distributor in providing the requisite information.

REASONS FOR DENIAL OF SIGNALS / ACCESS TO THE PLATFORM

Question 5.1 What are the parameters that could be treated as the basis for denial of the signals/ platform?

Answer: The following are the suggested parameters for denial of signal:

- 1) Default of payment
- 2) Failure to sign an interconnect agreement
- 3) Violation of any terms of interconnect agreement
- 4) Demand of carriage, LCN or any other fee
- 5) Imposition of any unreasonable terms.
- 6) Manipulation of technology, fudging of subscriber data and frauds, etc. with the intent to under-declare and commit piracy of signals.

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Question 5.2 Should it be made mandatory for service providers to provide an exhaustive list in the RIO which will be the basis for denial of signals of TV channels/ access of the platform to the seeker?

Answer: No, We do not suggest a predefined list of reasons for denial of signals. The principles of denial may be broadly defined.

INTERCONNECTION MANAGEMENT SYSTEM (IMS)

Question 6.1 Should an IMS be developed and put in place for improving efficiencies and ease of doing business?

Answer: Interconnect Management System, as suggested in the consultation paper shall lead to complication of the system, inefficiencies and burden of cost, therefore, the same may not be adopted.

Question 6.2 If yes, should signing of interconnection agreements through IMS be made mandatory for all service providers?

Answer: Refer to Answer 6.1.

Question 6.3 If yes, who should develop, operate and maintain the IMS? How that agency may be finalised and what should be the business model?

Answer: Refer to Answer 6.1.

Question 6.4 What functions can be performed by IMS in your view? How would it improve the functioning of the industry?

Answer: Refer to Answer 6.1.

Question 6.5 What should be the business model for the agency providing IMS services for being self-supporting?

Answer: Refer to Answer 6.1.

TERRITORY OF INTERCONNECTION AGREEMENT

Question 7.1 Whether only one interconnection agreement is adequate for the complete territory of operations permitted in the registration of MSO/ IPTV operator?

Answer: We suggest that regulations should not provide for a single interconnection for all territories of a DPO. Separate interconnection agreements for each territory is more adequate, as it enables the broadcaster to keep a check on the quality of signal being retransmitted, blackouts, piracy etc.

Question 7.2 Should MSOs be allowed to expand the territory within the area of operations as permitted in its registration issued by MIB without any advance intimation to the broadcasters?

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Answer: We suggest that interconnection agreement should mention the territory for retransmission of signal by the MSO. MSO should not be allowed to expand the area of operation unilaterally without prior intimation to broadcaster.

Question 7.3 If no, then should it be made mandatory for MSO to notify the broadcaster about the details of new territories where it wants to start distribution of signal a fresh in advance? What could be the period for such advance notification?

Answer: Refer to Answer 7.1 and 7.2 above.

PERIOD OF AGREEMENTS

Question 8.1 Whether a minimum term for an interconnection agreement be prescribed in the regulations? If so, what it should be and why?

Answer: Term of the interconnection agreement should be left to the discretion of the parties thereto. Broadcasting is a dynamic sector and there are new technological developments which affect the business decisions of the stakeholders, prescribing a fixed term for interconnection agreement will hamper growth and innovation in the sector.

CONVERSION FROM FTA TO PAY CHANNELS

Question 9.1 Whether it should be made mandatory for all the broadcasters to provide prior notice to the DPOs before converting an FTA channel to pay channel?

Answer: There is no need for a specific notice from the broadcaster to the DPO for conversion of FTA to pay channel as the current regulations mandate that a written interconnection is a must for a pay channel. The existing regulations are sufficient.

Question 9.2 If so, what should be the period for prior notice?

Answer: Refer to Answer 9.1

MINIMUM SUBSCRIBERS GUARANTEE

Question 10.1 Should the number of subscribers availing a channel be the only parameter for calculation of subscription fee?

Answer: We suggest that the parameters for calculation of subscription fee should not be limited. As long as a scheme/formula for calculation of subscription fee is uniformly available through RIO to all stakeholders, the principles of level playing field and parity are taken care of. Mutually agreed deals which do not conform to the published RIO should not be allowed.

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Question 10.2 If no, what could be the other parameter for calculating subscription fee?

Answer: We suggest that the parameters for calculation of subscription fee need not be limited and the same should be the discretion of the broadcaster. Refer to Answer 10.1.

Question 10.3 What kind of checks should be introduced in the regulations so that discounts and other variables cannot be used indirectly for minimum subscribers guarantee?

Answer: We suggest that the parameters for calculation of subscription fee need not be limited provided the following steps are taken:

1) Principles of 'Non-discrimination' and 'parity' should be implemented for all stakeholders and at all levels. Therefore, if broadcasters are refrained from any side deals which do not confirm to the published RIO, DPOs should also be restricted from offering side deals, by whatever name called, selectively.

2) All channels should be available at the retail level to the consumer on both bouquet and a-la-carte basis. Therefore, "must carry" should be enforced as a regulatory mandate for the DPOs as well.

3) TRAI should mandate disclosure of discounts and there should be a cap on permitted discounts at all levels.

4) Carriage fee should be abolished and placement or LCN/ EPG fee paid for each channel should be made uniform, rationale, reasonable and non-discriminatory by regulations mandating it to be disclosed and made available in public domain.

5) The DPOs should disclose to the regulator the viewership and subscription of each channel periodically which in turn should be made available on public domain in a transparent manner.

6) Genre based bundling of channels should be introduced at wholesale as well as the retail level. This provision of bundling being allowed only genre wise will ensure that the broadcasters with larger number of channels are not able to unjustly push the channels with low viewership along with their driver channels to the DPOs. We also foresee that such mandate will standardize the bouquets offered by the last mile operators and make it easy for the consumer to compare and make choice. The bouquets offered to customer at retail level should be declared by TRAI genre wise. We suggest that the Broadcast Audience Research Council's (BARC) list of genre in TV channels be adopted by TRAI. This shall also ensure parity at retail level for all stakeholders.

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7) TRAI shall declare a cap on genre wise bouquet rate. It should be ensured that bouquet rate of channel must be discounted in comparison to a-la-carte rate.

8) Vertical Integration of DPOs and broadcasters should be strictly disallowed.

MINIMUM TECHNICAL SPECIFICATIONS

Question 11.1 Whether the technical specifications indicated in the existing regulations of 2012 are adequate?

Answer: The technical specifications should be amended keeping in mind that TRAI has rightly observed in the consultation paper that currently the activation and deactivation data of subscribers obtained from CAS and SMS of DPOs does not tally. Transparency in the system should be improved and steps should be taken to ensure that there remains no scope for maneuvering data. The SMS and CAS vendors should also be brought within the regulatory ambit.

Question 11.2 If no, then what updates/ changes should be made in the existing technical specifications mentioned in the schedule I of the Interconnection Regulations, 2012?

Answer: Refer to Answer 11.1

Question 11.3 Should SMS and CAS also be type approved before deployment in the network? If yes, then which agency may be mandated to issue test certificates for SMS and CAS?

Answer: Yes, SMS and CAS should be type approved before deployment by a government appointed agency.

Question 11.4 Whether, in case of any wrong doing by CAS or SMS vendor, action for blacklisting may be initiated by specified agency against the concerned SMS or CAS vendor.

Answer: The SMS and CAS vendors should also be brought within the regulatory ambit and provision should be made for blacklisting the concerned SMS or CAS vendor.

TECHNICAL AUDIT OF ADDRESSABLE SYSTEMS

Question 12.1 Whether the type approved CAS and SMS be exempted from the requirement of audit before provisioning of signal?

Answer: We suggest that the extant regulatory provisions of the audit or certification of systems of DPO should be retained.

Question 12.2 Whether the systems having the same make, model, and version, that have already been audited in some other network and found to be

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compliant with the laid down specifications, need not be audited again before providing the signal?

Answer: Refer to Answer 12.1

Question 12.3 If no, then what should be the methodology to ensure that the distribution network of a DPO satisfies the minimum specified conditions for addressable systems while ensuring provisioning of signals does not get delayed?

Answer: We suggest that in order to avoid delays in provisioning of signals, in addition to BECIL, a few more agencies may be specified by TRAI for audit.

Question 12.4 Whether the technical audit methodology prescribed in the regulations needs a review? If yes, kindly suggest alternate methodology.

Answer: We suggest that the technical audit methodology be improved keeping in mind the recent developments in technology.

Question 12.5 Whether a panel of auditors on behalf of all broadcasters be mandated or enabled? What could be the mechanism?

Answer: No, we do not suggest appointment of a panel of auditors as the same will create monopoly and lead to increased expenditure.

Question 12.6 Should stringent actions like suspension or revocation of DPO license/ registration, blacklisting of concerned SMS and CAS vendors etc. be specified for manipulating subscription reports? Will these be effective deterrent? What could be the other measures to curb such practices?

Answer: Yes, we suggest stringent action against defaulters. TRAI should also through its designated officials, from time to time inspect the systems of the DPOs to ensure adequate reporting.

SUBSCRIPTION DETAILS

Question 13.1 Should a common format for subscription report be specified in the regulations? If yes, what should be the parameters? Kindly suggest the format also.

Answer: Yes, TRAI should come out with a common subscription report format, keeping in mind that transparency in the system should be improved and steps should be taken to ensure that there remains no scope for maneuvering data.

Question 13.2 What should be the method of calculation of subscription numbers for each channel/ bouquet? Should subscription numbers for the day be captured at a given time on daily basis?

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Answer: Average monthly subscriber numbers should be arrived at, taking into account daily subscription figures. The time of capturing the daily subscriber numbers should be 8 pm instead of mid night.

Question 13.3 Whether the subscription audit methodology prescribed in the regulations needs a review?

Answer: Yes, subscription audit methodology should be reviewed with a view to minimize scope for maneuvering data.

Question 13.4 Whether a common auditor on behalf of all broadcasters be mandated or enabled? What could be the mechanism?

Answer: We do not suggest appointment of a common auditor.

Question 13.5 What could be the compensation mechanism for delay in making available subscription figures?

Answer: We suggest that the regulations should provide that the DPO shall pay to broadcaster a prescribed fine for each day of delay in making available the subscription figures or reports.

Question 13.6 What could the penal mechanism for difference be in audited and reported subscription figures?

Answer: Stringent actions, like suspension or revocation of DPO license/ registration, should be taken for any irregularity.

Question 13.7 Should a neutral third party system be evolved for generating subscription reports? Who should manage such system?

Answer: We recommend that a TRAI designated third party system may be evolved for generating subscriber report. However, the third party should also be subject to scrutiny and liability for default, if any, should be fixed.

Question 13.8 Should the responsibility for payment of audit fee be made dependent upon the outcome of audit results?

Answer: In case a default or variance in the reported subscriber number is found the DPO should be liable to pay the cost of the audit along with the prescribed fine.

DISCONNECTION OF SIGNALS OF TV CHANNELS

Question 14.1 Whether there should be only one notice period for the notice to be given to a service provider prior to disconnection of signals?

Answer: We suggest that the extant regulations and time period prescribed for different reasons for disconnection may be continued without any changes.

Question 14.2 If yes, what should be the notice period?

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Answer: Refer to answer 14.1

Question 14.3 If not, what should be the time frame for disconnection of channels on account of different reasons?

Answer: Refer to answer 14.1

PUBLICATION OF ON SCREEN DISPLAY FOR ISSUE OF NOTICE FOR DISCONNECTION OF TV SIGNALS

Question 15.1 Whether the regulation should specifically prohibit, the broadcasters and DPOs from displaying the notice of disconnection, through On Screen Display (OSD), in full or on a partial part of the screen?

Answer: No, the regulation should not prohibit the broadcasters and DPOs from displaying the notice of disconnection, through OSD, in full or on a partial part of the screen. Notice through OSD helps in keeping the consumer informed as newspaper notices often go unnoticed.

Question 15.2 Whether the methodology for issuing notice for disconnection prescribed in the regulations needs a review? If yes, then should notice for disconnection to consumers be issued by distributor only?

Answer: We suggest that the requirement of newspaper notices may be done away with and instead a format and time frame may be prescribed for OSD of Notice. The prescribed format may be such that it does not go unnoticed and also does not become a cause of annoyance for the viewer.

Question 15.3 Whether requirement for publication of notices for disconnection in the newspapers may be dropped?

Answer: We suggest that the requirement of newspaper notices may be done away with.

PROHIBITION OF DPO AS AGENT OF BROADCASTERS

Question 16.1 Whether the Regulations should specifically prohibit appointment of a MSO, directly or indirectly, as an agent of a broadcaster for distribution of signal?

Answer: We suggest that Regulations should specifically prohibit appointment of a MSO/DPO, directly or indirectly, as an agent of a broadcaster for distribution of signal

Question 16.2 Whether the Regulations make it mandatory for broadcasters to report their distributor agreements, through which agents are appointed, to the Authority for necessary examination of issue of conflict of interest?

Answer: Refer to Answer to 16.1

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INTERCONNECTION BETWEEN HITS/IPTV OPERATOR AND LCO

Question 17.1 Whether the framework of MIA and SIA as applicable for cable TV services provided through DAS is made applicable for HITS/IPTV services also.

Answer: We recommend that MIA and SIA interconnection framework may be prescribed for DACS may be made applicable for HITS. We recommend that a common interconnection framework for DACS and HITS (Cable).

Question 17.2 If yes, what are the changes, if any, that should be incorporated in the existing framework of MIA and SIA.

Answer: We suggest that it should be ensured that the same terms of interconnection are offered transparently to all stakeholders and any agreement beyond the disclosed offers should not be allowed. Parity and level playing field as principles should be implemented at all levels in the sector.

Question 17.3 If no, what could be other method to ensure non-discrimination and level playing field for LCOs seeking interconnection with HITS/IPTV operators?

Answers: Refer to Answer 17.1 and 17.2

TIME PERIOD FOR PROVIDING SIGNALS OF TV CHANNELS

Question 18.1 Whether the time periods prescribed for interconnection between MSO and LCO should be made applicable to interconnection between HITS/IPTV operator and LCO also? If no, then suggest alternate with justification.

Answer: Yes, time periods prescribed for interconnection between MSO and LCO should be made applicable to interconnection between HITS operator and LCO also. Refer to Answer 17.1.

Question 18.2 Should the time period of 30 days for entering into interconnection agreement and 30 days for providing signals of TV channels is appropriate for HITS also? If no, what should be the maximum time period for provisioning of signal to LCOs by HITS service provider? Please provide justification for the same.

Answer: Yes, the time period of 30 days for entering into interconnection agreement and 30 days for providing signals of TV channels is appropriate for HITS also. Refer to Answer 17.1.

REVENUE SHARE BETWEEN HITS/IPTV OPERATOR AND LCO

Question 19.1 Whether the Authority should prescribe a fall back arrangement between HITS/IPTV operator and LCO similar to the framework prescribed in DAS?

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Answer: We recommend that the regulatory framework for HITS should be same as that of MSOs/LCOs and all other Addressable Cable Distribution Platforms. The regulatory framework should be developed to ensure parity and level playing field amongst all the service providers within a category.

Question 19.2 Is there any alternate method to decide a revenue share between MSOs/ HITS/IPTV operators and LCOs to provide them a level playing field?

Answer: Refer to Answer to 19.1

NO-DUES CERTIFICATES

Question 20.1 Whether a service provider should provide on demand a no due certificate or details of dues within a definite time period to another service provider? If yes, then what should be the time period?

Answer: Service provider should provide on demand, a no dues certificate or details of dues within prescribed time period to another service provider. TRAI may consider 15 days or any other reasonable time frame for provision of no dues certificate.

PROVIDING SIGNALS TO NEW MSOs

Question 21.1 Whether it should be made mandatory for the new MSO to provide the copy of current invoice and payment receipt as a proof of having clear outstanding amount with the last affiliated MSO?

Answer: Yes, it should be made mandatory for the new MSO to provide the copy of current invoice and payment receipt as a proof of having clear outstanding amount with the last affiliated MSO

Question 21.2 Whether the broadcaster should be allowed to deny the request of new MSO on the grounds of outstanding payments of the last affiliated MSO?

Answer: Yes, the broadcaster should be allowed to deny the request of new MSO on the grounds of outstanding payments of the last affiliated MSO.

SWAPPING OF SET TOP BOX

Question 22.1 Whether, it should be made mandatory for the MSOs to demand a no-dues certificate from the LCOs in respect of their past affiliated MSOs?

Answer: Yes, it should be mandatory for the MSOs to demand a no-dues certificate from the LCOs in respect of their past affiliated MSOs.

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Question 22.2 Whether it should be made mandatory for the LCOs to provide copy of last invoice/ receipts from the last affiliated MSOs?

Answer: Yes, it should be mandatory for the LCOs to provide copy of last invoice/ receipts from the last affiliated MSOs.