

# **CERTIFYING AUTHORITY LICENSE**



**OFFICE OF THE CONTROLLER OF  
CERTIFYING AUTHORITIES**



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CERTIFYING AUTHORITIES**

LICENSE

FOR

**CERTIFYING AUTHORITY LICENSE**

ISSUED TO

*M/S Bangla Phone Limited*

UNDER THE

INFORMATION AND COMMUNICATIONS TECHNOLOGY ACT, 2006

ON

19 January, 2011



# OFFICE OF THE CONTROLLER OF CERTIFYING AUTHORITIES

No. 39.110.052.00.00.1660.2011/01

Date: 19 January 2011

## LICENSE FOR CERTIFYING AUTHORITY

In exercise of the powers conferred by section 19, 25, 89 of the Information and Communications Technology Act, 2006 (Act No 39 of 2006)

The Office of the Controller of Certifying Authorities, hereinafter referred to as the Controller, upon consideration of their application dated *26 August 2010* and payment of license fee and other charges, is pleased to grant this License in favour of *M/S Bangla Phone Limited* having Registered Head Office at *Houses No. 03, Road No. 23/A, Gulshan-1, Dhaka-1212*

### LICENSE

For a period of 5(five) years with effect from the *19 day of January 2011* to *18 day of January 2016* including period of operation.

### TO

Issue, transmit, maintain, revoke etc. of electronic signature certificate along with providing necessary support as a Certifying Authority, hereinafter referred to as the CA, throughout Bangladesh, subject to the following terms & conditions.

#### 1. DEFINITIONS AND INTERPRETATIONS:

For the purpose of this License, the following terms shall, unless repugnant to the context, have the meanings set forth below:

- a) "Act" means Information and Communication Technology Act, 2006 (Act No 39 of 2006).
- b) "CA" means Certifying Authority.
- c) "Controller" means Controller of Certifying Authorities.
- d) "CP" means Certificate Policy.
- e) "CPS" means Certification of Practice Statement.



- f) "Effective date" means the day when the license holder starts operation in consultation with controller.
- g) "License" means this Certifying Authority License.
- h) The term "or" shall include "and" but not vice versa.
- i) "Person" includes an individual having natural personality, a partnership, company, corporation, and statutory body.
- j) "Regulations" mean the Regulations made under the Act.
- k) "Rules" means Information Technology (Certifying Authority) Rules 2010 and any other rule(s) under the Act.
- l) "Rule" means any rule or sub-rule of the Rules.
- m) "Section" means section or sub-section under the Act.
- n) "Trusted personnel" mean personnel with no subversive act done before and with proper agency verification report.
- o) Any expression in masculine gender shall symbolize both genders.
- p) References to Clauses, Sub-Clauses, Annexure and Schedule are to Clauses, Sub-Clauses, Annexure and Schedule to this License, respectively.
- q) Any Reference to legislation or this license or directions issued by the Controller shall include all amendments made from time to time.
- r) Any reference in this License to "writing" or "written" includes a reference to official facsimile transmission, official e-mail, or comparable means of communication.
- s) Singular number shall include plural number and vice versa.

## 2. DURATION AND NATURE OF THE LICENSE

- 2.1 Unless otherwise cancelled, suspended or surrendered by the Licensee earlier this License shall remain valid for 5(five) years operation starting from effective date, upon payment of necessary fees, charges, etc., and compliance by the Licensee with the terms and conditions as may be prescribed by the Controller from time to time.
- 2.2 Any Application for renewal of license, shall have to be submitted to the Controller to be accompanied with all relevant documents and fees, by the Licensee on or before 60 (Sixty) days of the expiry day of the license. If application for renewal is



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not submitted by the Licensee within the stipulated time the Licensee shall not be eligible for consideration for renewal.

- 2.3 This License is not transferable and any such transfer of this License shall be void and License so transferred shall stand cancelled.
- 2.4 This License is issued on non-exclusive basis, that is, the Controller may grant similar License in favour of other applicant(s) for providing same service in the same area.

### **3. SERVICE COMMENCEMENT UNDER THE LICENSE**

- 3.1 The licensee shall commence his service(s) under this license within 6(six) months of the issuance of the license.
- 3.2 The Controller may cancel or suspend the license if the licensee fails to commence his service by satisfying all the required terms and conditions as per this License, and as per the Act, Rules or Regulations within the period mentioned above.

### **4. RESPONSIBILITIES OF THE LICENSEE**

In addition to the responsibilities and obligations specified in the relevant Act, Rules, Regulations and in other clauses of this License, the Licensee shall have the following responsibilities:

- 4.1 The Licensee shall comply with all the procedures, guidelines as mentioned in the Act, Rules, Regulations and Guidelines. In case of any doubt, question or controversy shall refer the matter to Controller for decision clarification;
- 4.2 The Certification Practice Statement of the Licensee shall be approved before commencement of its operation;
- 4.3 The Licensee shall not provide any service(s) other than specified in this license;
- 4.4 The Licensee shall be responsible for installation, testing, commissioning of all the equipment to provide the service. The Licensee shall supply to the Controller copies (5 copies) of Literature, drawing, etc, of the equipment installed for commissioning of the service;
- 4.5 The Licensee shall start providing the service to its subscribers within 6(six) months of issuance of this License and shall inform the Controller, in writing, the proposed date of commissioning of the service at least 60 (Sixty) days ahead; upon receiving of such letter the Controller shall appoint an auditor to check the readiness of the Licensee;





- 4.6 The Licensee shall not start commencement of the services without the auditor's compliance and written approval from the Controller;
- 4.7 The Licensee shall publish the Public Key(s) of all its subscribers in a Public Key Directory in a manner prescribed by the Controller;
- 4.8 The Licensee shall not open up any Sub-CA, RA or shall not go for any subcontract of any of his service(s) under this license without prior written approval of the Controller;
- 4.9 The Licensee, before providing any services, shall submit to the Controller in writing (5 copies):
- a) A chart/schedule of fees containing the maximum and minimum fee that it proposes to provide the service(s) with justification;
  - b) The description of the service(s), assurance level, terms and conditions and all other relevant information which it proposes to provide to its clients;
  - c) Certificate Policy (CP) for each service under each certificate class;
  - d) Subscriber application forms for the services;
- 4.10 The Licensee shall not start providing any service(s) before obtaining the approval of the Controller for its service fee and shall comply with all conditions as may be imposed by the Controller;
- 4.11 The Controller may conduct testing of any or all equipment or installations of the Licensee at any time. Any incurring cost for this testing purpose shall carry out by the Licensee;
- 4.12 The Controller or his authorized representatives shall have the right to inspect and measure the CA infrastructure, logs, quality of service and followed standard of the Licensee at any time;
- 4.13 The Licensee shall submit to the Controller all reports, auditor's observation on a period as specified in Rule 32(3);
- 4.14 The Licensee shall submit the detail information (personal, professional, education etc.) of his trusted personnel with proper agency verification report;
- 4.15 The Licensee shall inform the Controller in written before making any changes in his manpower structure or for any new recruitment;
- 4.16 The Licensee shall submit progress report of the activities within 15(fifteen) days following by every 6(six) months during the validity of license to the Controller;



- 4.17 The Licensee shall furnish necessary information, statement of accounts and other related matters, papers and documents as may be sought from time to time by the Controller;
- 4.18 The Licensee shall be responsive to the complaint(s) lodged by the subscribers and maintain log of all complaints chronologically with details of action(s) taken indicating date and time on each complaint;
- 4.19 The Licensee shall pay the Controller all charges and fees within the time to be stipulated by the Controller for each of such charge and fee;
- 4.20 In cases of failure to provide service or to discharge any responsibility under this License or any law for any reason whatsoever beyond the control of the Licensee like war, civil commotion, general strike, sabotage, fire, flood, cyclone, tornado, tidal surge, tsunami, earthquake, explosion, epidemic, quarantine restriction, order of the Government or Court or law enforcing agency or the Controller, the Licensee shall, within three days of commencement of any such event, notify, in writing, both the Controller and the subscribers. If duly notified the subscribers shall not have any right to claim any damages from the Licensee. The Licensee shall have undertaken all out efforts to resume the service soon after such event comes to an end or ceases to exist. The decision of the Controller fixing the date from which the service should be so resumed by the Licensee shall be final and binding upon the Licensee. The force majeure events noted in this clause shall not in any way cause extension of the period of this License and shall not be any ground for non-payment or delay in payment of any fee or charge;
- 4.21 If the Licensee intends to cease to provide service under this License, the Licensee shall comply and abide by Rule 22 before such intended stoppage of service;
- 4.22 The Licensee shall keep the original copy of this License in the Licensee's registered Head Office and attested photocopies of the same at branch office(s), if any. The same shall be displayed in conspicuous place of the office;
- 4.23 The Controller may decide to discontinue the use of Certifying Authority operation at any time before completion of 1(one) year from the date of issue of this License and the Licensee shall be bound to obey and comply with the decision of the Controller;
- 4.24 In case the original copy of this License is lost or destroyed the Licensee shall record information of such loss or destruction occurs and publish the same information in one Bengali and one English national dailies and apply to the Controller for a certified copy of this License with a fee as specified by the Controller, being satisfied about the veracity of the occurrence, shall issue a certified copy of this License.



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- 4.25 None of the provisions of this License shall be deemed to have waived by any act of or acquiescence on the part of the Controller, but only by an instrument in writing signed/issued by the Controller. No waiver of any provision of this License shall be construed as a waiver of any other provision or of the same provision on another occasion;
- 4.26 Without prior written permission of the Controller, the Licensee shall not transfer or issue any new share or change in the ownership. Violation of this shall result in cancellation of the license;
- 4.27 This License shall be governed by and construed in accordance with the laws of Bangladesh.

## 5. CANCELLATION OF THE LICENSE

- 5.1 In addition to Section 26, Rule 19 and the grounds described above, this License may be cancelled for any reason(s) including but not limited to:
- a) If at any time the furnished information in the Application form (Schedule-I of the Rules) for obtaining the license is found incorrect/false;
  - b) In the event of the Licensee's liquidation, bankruptcy or state of insolvency, or in the event that an application for declaration of bankruptcy or similar declaration or order is filed by the Licensee itself or a third party against the Licensee;
  - c) Transfer of any share or issuance of new shares without prior written permission of the Controller;
  - d) In the event the Licensee ceases to carry on business of providing service;
  - e) In the event the Licensee denies/refrains from duly complying with any decision or directive of the Controller;
  - f) If the Licensee fails to comply with any direction(s) of the Act or Rules;
  - g) If the Licensee fails to comply with the Security Policy, Information Technology Security Guidelines and Security Guidelines for Certifying Authorities or any other existing or new rules or regulations or guidelines made by the Controller;
- 5.2 Cancellation of License, for any reason whatsoever, shall not prejudice any other legal rights or remedies of the Controller conferred by the Act or any other law for the time being in force. Cancellation of License shall not relieve the Licensee from any obligation accrued and due under law or this License.





## 6. INDEMNITY

The Licensee shall be indemnified by the Controller for all losses and expenses or threatened losses or expenses by reason of the liability or potential liability for or arising out of any claims for losses or damages from the subscriber or any parties.

## 7. ARBITRATION

In the event of any differences or disputes with the other Licensees or any other stakeholder including subscriber and failure to resolve the differences or disputes amicably among themselves, the Licensee shall refer the matter to the Controller for resolution of the same. The decision of the Controller in that regard will be final and binding. In case of any disputes between the Controller and the Licensee or other party and failure to resolve amicably among themselves, shall dealt and settled under the Arbitration Act 2001.

## 8. AMENDMENTS

The Controller has the right and authority to change, amend, modify, vary, and retract any of the terms and conditions of this license and also to incorporate new terms and conditions necessary for the interest of national security, or public interest, or any other reason, in consonance with the provision of the Act, Rules and Regulations.

Signed on this 19 day of January 2011

for and on behalf of the

**Office of the Controller of Certifying Authorities**



**(Md. Mahfuzur Rahman)**  
Controller of Certifying Authorities  
Bangladesh

