MOBILE NETWORK OPERATOR – MOBILE VIRTUAL NETWORK OPERATOR AGREEMENT

This Agreement is made on [Insert Date], by and between:

MOBILE NETWORK OPERATOR (MNO):  
[Legal Name], a company incorporated under [Jurisdiction], having its principal office at [Address]  
(Hereinafter referred to as the "MNO")

and  
  
MOBILE VIRTUAL NETWORK OPERATOR (MVNO):  
[Legal Name], a company incorporated under [Jurisdiction], having its principal office at [Address]  
(Hereinafter referred to as the "MVNO")

# 1. DEFINITIONS

* MNO Network: The radio and core network infrastructure owned and operated by the MNO.
* MVNO Services: Retail mobile communication services provided by the MVNO using the MNO's infrastructure.
* Subscribers: End customers of the MVNO.

# 2. SCOPE

* MNO agrees to provide wholesale access to its mobile network (voice, SMS, data) to the MVNO.
* MVNO will brand, market, and provide retail services under its own brand to its customers.

# 3. TERM AND TERMINATION

* Initial Term: [3] years from the Effective Date.
* Renewable automatically for 1-year terms unless terminated by either party with [180] days’ notice.
* Early termination clauses for breach, insolvency, or regulatory breach.

# 4. SERVICE LEVELS

* MNO shall provide network availability of 99.5% monthly.
* Fault repair and escalation timelines will be as per Appendix B (Service Levels).

# 5. OBLIGATIONS OF THE PARTIES

* MNO Obligations:
* - Provide network capacity as per demand forecast.
* - Ensure compliance with lawful interception and emergency services.
* MVNO Obligations:
* - Maintain own OSS/BSS, customer service, billing systems.
* - Bear all marketing and customer acquisition costs.

# 6. PRICING AND PAYMENT

* Refer to Appendix A – Pricing Schedule.
* MNO shall invoice MVNO monthly.
* MVNO shall pay invoices within 30 days.
* Dispute resolution process for billing disputes is defined in Appendix C.

# 7. INTELLECTUAL PROPERTY

* Each party retains ownership of its trademarks, technology, and IP.
* MVNO may use MNO branding only with prior written consent.

# 8. CONFIDENTIALITY

* Both parties agree to maintain the confidentiality of information exchanged under this Agreement.

# 9. REGULATORY COMPLIANCE

* Both parties shall comply with applicable telecom regulations.
* MVNO shall be responsible for its own licenses and legal obligations.

# 10. GOVERNING LAW AND DISPUTE RESOLUTION

* This Agreement shall be governed by the laws of [Jurisdiction].
* Disputes will be resolved through arbitration as per [Arbitration Rules].

# APPENDIX A: PRICING SCHEDULE

|  |  |  |  |
| --- | --- | --- | --- |
| Service Type | Unit Price (INR) | Unit Definition | Notes |
| Voice – On-Net | ₹0.15 | Per minute | Measured in 1-second pulses |
| Voice – Off-Net | ₹0.25 | Per minute | Local and national interconnect |
| SMS | ₹0.05 | Per SMS | P2P only |
| SIM Activation | ₹10 | Per SIM | One-time fee |
| MNP Port-in | ₹5 | Per request | Covers handling and provisioning |
| Support Services | ₹50,000/month | Flat Fee | Includes API support and testing |
| Minimum Commit | ₹2,00,000/month | Minimum billing | True-up monthly billing |

Tier-Based Data Pricing:

|  |  |  |
| --- | --- | --- |
| Data Volume Tier (per month) | Rate per GB (INR) | Notes |
| 0 – 10 TB | ₹15 | Base rate |
| 10 – 50 TB | ₹13 | Discounted for higher usage |
| 50 – 100 TB | ₹11 | Volume-based discount |
| 100+ TB | ₹9 | Best wholesale rate |

Annual Inflation Adjustment:  
- Prices shall be reviewed annually and may be adjusted based on the CPI index.

# APPENDIX B: SERVICE LEVEL AGREEMENT (SLA)

|  |  |
| --- | --- |
| Parameter | SLA Value |
| Network Uptime | 99.5% monthly |
| Fault Acknowledgment | Within 1 hour |
| Fault Resolution (Critical) | Within 4 hours |
| Non-Critical Resolution | Within 24 hours |

# APPENDIX C: BILLING DISPUTE RESOLUTION

- Disputes must be raised within 15 days of invoice.  
- MNO to respond within 10 business days.  
- Parties to reconcile within 30 days.

IN WITNESS WHEREOF, the parties have executed this Agreement:

For MNO:  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:  
Title:

For MVNO:  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:  
Title: