

'21 DEC 13 P4:24

SENATE



COMMITTEE REPORT NO. 395

Submitted by the Committee on Public Services on DEC 13 2021

Re: **House Bill No. 10193**

Recommending its approval without amendment.

Sponsor: **Senator Grace Poe**

MR. PRESIDENT:

The Committee on Public Services, to which was referred **House Bill No. 10193**, introduced by **Representatives Pineda, Alvarez (F.), Estrella, Savellano, et. al.**, entitled:

AN ACT
GRANTING LINKSERVE TELECOMMUNICATIONS NETWORK, INC. A
FRANCHISE TO CONSTRUCT, INSTALL, ESTABLISH, OPERATE, AND
MAINTAIN TELECOMMUNICATIONS SYSTEMS THROUGHOUT THE
PHILIPPINES

has considered the same and has the honor to report back to the Senate with the recommendation that it be approved without amendment.

Respectfully submitted,



SEN. GRACE POE
Chairperson

Vice-Chairpersons:



SEN. RAMON BONG REVILLA JR.

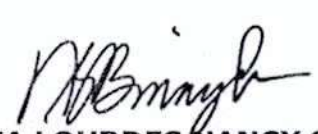
SEN. PANFILO M. LACSON



SEN. EMMANUEL "MANNY" D. PACQUIAO

SEN. WIN GATCHALIAN

Members:



SEN. MARIA LOURDES NANCY S. BINAY

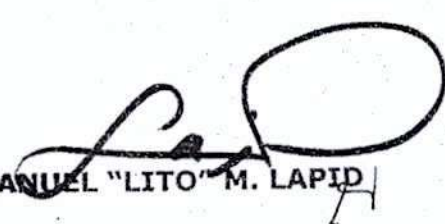


SEN. CHRISTOPHER BONG GO

SEN. FRANCIS "TOL" N. TOLENTINO

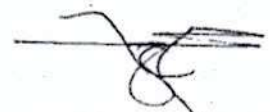


SEN. JOEL VILLANUEVA



SEN. MANUEL "LITO" M. LAPID

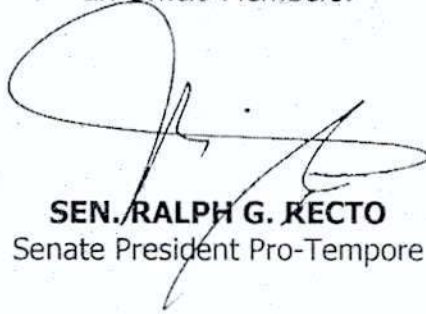
SEN. RICHARD J. GORDON



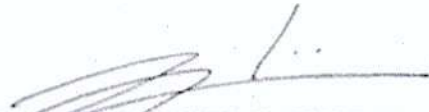
SEN. FRANCIS "KIKO" N. PANGILINAN

SEN. RISA HONTIVEROS

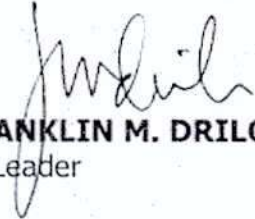
Ex-Officio Members:



SEN. RALPH G. RECTO
Senate President Pro-Tempore



SEN. JUAN MIGUEL F. ZUBIRI
Majority Leader



SEN. FRANKLIN M. DRILON
Minority Leader

HON. VICENTE C. SOTTO III
Senate President



HOUSE OF REPRESENTATIVES

H. No. 10193

BY REPRESENTATIVES PINEDA, ALVAREZ (F.), ESTRELLA, SAVELLANO, PADUANO,
ROMUALDO, SUNTAY, DY (F.M.C), FERRER (L.), NOGRALES (J.J.),
GARIN (S.), NIETO, OUANO-DIZON, VIOLAGO, CRISOLOGO AND
MANGUDADATU, PER COMMITTEE REPORT NO. 1211

AN ACT

**GRANTING LINKSERVE TELECOMMUNICATIONS NETWORK, INC. A
FRANCHISE TO CONSTRUCT, INSTALL, ESTABLISH, OPERATE, AND
MAINTAIN TELECOMMUNICATIONS SYSTEMS THROUGHOUT THE
PHILIPPINES**

*Be it enacted by the Senate and House of Representatives of the Philippines in
Congress assembled:*

1 **SECTION 1. Nature and Scope of Franchise.** – Subject to the provisions of
2 the Constitution and applicable laws, rules and regulations, there is hereby granted to
3 Linkserve Telecommunications Network, Inc., hereunder referred as the Grantee, its
4 successors or assignees, a franchise to construct, install, establish, operate, and
5 maintain, for commercial purposes and in the public interest, throughout the
6 Philippines, wired and wireless telecommunications systems, including internet
7 access, through copper, fiber optics, satellite systems, switches and all other
8 telecommunication system or information and communications technologies as are at
9 present available or will be made available through technological advances or
10 innovations in the future, and offer telecommunications services, value-added
11 services, including internet access service, or other electronic communication
12 services, such as the transmission and reception of voice, data, facsimile, control
13 signs, audio and video information services; or to construct, acquire, lease, and
14 operate, or manage transmitting and receiving stations, lines, cables, or systems as
15 are convenient or essential to efficiently carry out the purpose of this franchise.

16

17 **SEC. 2. Manner of Operation of Stations or Facilities.** – The stations or
18 facilities of the Grantee shall be constructed and operated in a manner as will, at most,

1 result only in the minimum interference on the wavelengths or frequencies of existing
2 stations or other stations which may be established by law, without in any way
3 diminishing its own privilege to use its assigned wavelengths or frequencies and the
4 quality of transmission or reception thereon as should maximize rendition of the
5 Grantee's services or the availability thereof.

6
7 **SEC. 3. Authority of the National Telecommunications Commission.** – The
8 Grantee shall secure from the National Telecommunications Commission (NTC) a
9 Certificate of Public Convenience and Necessity or the appropriate permits and
10 licenses for the construction, installation, and operation of its telecommunications
11 systems or facilities. In issuing the certificate, the NTC shall have the power to regulate
12 and impose such conditions relative to the construction, operation, maintenance, or
13 service level of the telecommunications systems or facilities. Such certificate shall
14 state the areas covered and the date the Grantee shall commence the service. The
15 Grantee shall not use any frequency in the radio spectrum without authorization from
16 the NTC. The NTC, however, shall not unreasonably withhold or delay the grant of
17 such authority, permit, or license.

18
19 In case of any violation of the provisions of this franchise, the NTC shall have
20 the authority to revoke or suspend, after due process, the permits or licenses it issued
21 pursuant to the franchise. The NTC may recommend to Congress the revocation of
22 the franchise for any violation of the provisions of this franchise.

23
24 **SEC. 4. Excavation and Restoration Works.** – For the purpose of erecting
25 and maintaining poles or other supports for wires or other conductors, and for laying
26 and maintaining of underground wires, cables, or other conductors, it shall be lawful
27 for the Grantee, its successors or assignees, with the prior approval of the Department
28 of Public Works and Highways (DPWH) or the local government unit (LGU) concerned,
29 as may be appropriate, to make excavations or lay conduits in any of the public places,
30 roads, highways, streets, lanes, alleys, avenues, sidewalks, or bridges of the province,
31 cities, or municipalities: *Provided, however,* That a public place, road, highway, street,
32 lane, alley, avenue, sidewalk, or bridge disturbed, altered, or changed by reason of
33 erection of poles or other supports or the underground laying of wires, other
34 conductors or conduits, shall be repaired and replaced in workmanlike manner by the
35 Grantee, its successors or assignees, in accordance with the standards set by the

1 DPWH or the LGU concerned. Should the Grantee, its successors or assignees, after
2 the ten (10)-day notice from the said authority, fail, refuse, or neglect to repair or
3 replace any part of public place, road, highway, street, lane, alley, avenue, sidewalk,
4 or bridge disturbed, altered, or changed by the Grantee, its successors or assignees,
5 then the DPWH or the LGU concerned shall have the right to have the same repaired
6 and placed in good order and condition, and charge the Grantee, its successors or
7 assignees, at double the amount of the costs and expenses for such repair or
8 replacement.

9
10 **SEC. 5. Responsibility to the Public.** – The Grantee shall conform to the ethics
11 of honest enterprise and not use its stations or facilities for obscene or indecent
12 transmission, or for dissemination of deliberately false information, or willful
13 misrepresentation, or assist in subversive or treasonable acts.

14
15 The Grantee shall operate and maintain all its stations, lines, cables, systems,
16 and equipment for the transmission and reception of messages, signals, and pulses in
17 a satisfactory manner at all times, and as far as economical and practicable, modify,
18 improve, or change such stations, lines, cables, systems, and equipment to keep
19 abreast with the advances in science and technology.

20
21 The Grantee shall improve and extend its services in areas not yet served, and
22 in hazard- and typhoon-prone areas that shall be determined by the National Disaster
23 Risk Reduction and Management Council, or its legal successor, in coordination with
24 the NTC.

25
26 The Grantee shall also improve and upgrade its equipment, facilities and
27 services, in order to ensure effective compliance with the objectives of Republic Act
28 No. 10639 or "The Free Mobile Disaster Alerts Act".

29 **SEC. 6. Rates for Services.** – The charges and rates for telecommunications
30 services of the Grantee, except the rates and charges on those that may hereafter be
31 declared or considered as nonregulated services, whether flat rates or measured rates
32 or variations thereof, shall be subject to the approval of the NTC or its legal successor.
33 The rates to be charged by the Grantee shall be unbundled, separable, and distinct

1 among the services offered and shall be determined in such a manner that regulated
2 services do not subsidize the unregulated services.

3
4 **SEC. 7. Right of the Government.** – The radio spectrum is a finite resource
5 that is part of the national patrimony and the use thereof is a privilege conferred upon
6 the Grantee by the State and may be withdrawn any time after due process.

7
8 A special right is hereby reserved to the President of the Philippines, in times
9 of war, rebellion, public peril, calamity, emergency, disaster, or disturbance of peace
10 and order: to temporarily take over and operate the stations, transmitters, facilities, or
11 equipment of the Grantee; to temporarily suspend the operation of any station,
12 transmitter, facility, or equipment in the interest of public safety, security, and public
13 welfare; or to authorize the temporary use and operation thereof by any agency of the
14 government, upon due compensation to the Grantee for the use of the stations,
15 transmitters, facilities, or equipment during the period when these shall be so operated.

16
17 **SEC. 8. Term of Franchise.** – This franchise shall be in effect for a period of
18 twenty-five (25) years from the date of the effectivity of this Act, unless sooner
19 cancelled. This franchise shall be deemed *ipso facto* revoked in the event that the
20 Grantee fails to comply with any of the following conditions:

- 21 (a) commencement of operations within three (3) years from the approval of
22 its operating permit by the NTC;
23 (b) commencement of operations within five (5) years from the effectivity of
24 this Act; and
25 (c) continuous operation for two (2) years.

26
27 **SEC. 9. Bond.** – The Grantee shall file a bond with the NTC, in the amount
28 that the NTC shall determine, to guarantee compliance with and fulfillment of the
29 conditions under which this franchise is granted. If, after three (3) years from the date
30 of approval of its permit by the NTC, the Grantee shall have fulfilled the same, the
31 bond shall be released by the NTC. Otherwise, the bond shall be forfeited in favor of
32 the government and the franchise *ipso facto* revoked.

33
34 **SEC. 10. Right of Interconnection.** – The Grantee is hereby authorized to
35 connect or demand connection of its telecommunications systems to other

1 telecommunications systems installed, operated, and maintained by any other duly
2 authorized person or entity in the Philippines for the purpose of providing extended
3 and improved telecommunications services to the public, under the terms and
4 conditions mutually agreed upon by the parties concerned. This right shall be subject
5 to the review and modification of the NTC.

6
7 **SEC. 11. Warranty in Favor of the National and Local Governments.** – The
8 Grantee shall hold the national, provincial, city, and municipal governments of the
9 Philippines free from all claims, liabilities, accounts, demands, or actions arising out of
10 accidents causing injury to persons or damage to properties, during the construction
11 or operation of the stations, transmitters, facilities, or equipment of the Grantee.

12
13 **SEC. 12. Sale, Lease, Transfer, Grant of Usufruct, or Assignment of**
14 **Franchise.** – The Grantee shall not sell, lease, transfer, grant the usufruct of, nor
15 assign this franchise or the rights and privileges acquired thereunder to any person,
16 firm, company, corporation, or other commercial or legal entity, nor merge with any
17 other corporation or entity, nor shall the controlling interest of the Grantee be
18 transferred, simultaneously or contemporaneously, to any person, firm, company,
19 corporation, or entity without the prior approval of Congress. The Grantee shall inform
20 Congress, through the Office of the Speaker of the House of Representatives and the
21 Office of the Senate President, of any sale, lease, transfer, grant of usufruct, or
22 assignment of franchise or the rights and privileges acquired thereunder, or of the
23 merger or transfer of the controlling interest of the Grantee, within sixty (60) days after
24 the completion of the said transaction. Failure to report to Congress such change of
25 ownership shall render the franchise *ipso facto* revoked. Any person or entity to which
26 this franchise is sold, transferred, or assigned shall be subject to the same conditions,
27 terms, restrictions, and limitations of this Act.

28
29 **SEC. 13. Dispersal of Ownership.** – In accordance with the constitutional
30 provision to encourage public participation in public utilities, the Grantee shall offer to
31 Filipino citizens at least thirty percent (30%) of its outstanding capital stock, or a higher
32 percentage that may hereafter be provided by law, in any securities exchange in the
33 Philippines within five (5) years from the effectivity of this Act: *Provided*, That in cases
34 where public offer of shares is not applicable, other methods of encouraging public

1 participation by citizens and corporations operating public utilities must be
2 implemented. Noncompliance therewith shall render the franchise *ipso facto* revoked.

3
4 **Sec. 14. Commitment to Provide and Promote the Creation of**
5 **Employment Opportunities.** – The Grantee shall create employment opportunities
6 and accept on-the-job trainees in its franchise operations: *Provided*, That priority shall
7 be accorded to the residents of the place where the principal office of the Grantee is
8 located: *Provided, further*, That the Grantee shall comply with the applicable labor
9 standards and allowance entitlement under existing labor laws, rules and regulations,
10 and similar issuances.

11
12 The employment opportunities or jobs created shall be reflected in the General
13 Information Sheet (GIS) to be submitted to the Securities and Exchange Commission
14 (SEC) annually.

15
16 **SEC. 15. Reportorial Requirement.** – The Grantee shall submit an annual
17 report on its compliance with the terms and conditions of the franchise and on its
18 operations to the Congress of the Philippines, through the Committee on Legislative
19 Franchises of the House of Representatives and the Committee on Public Services of
20 the Senate, on or before April 30 of every year during the term of its franchise.

21
22 The annual report shall include an update on the commencement of activities,
23 development, operation, and expansion of business; audited financial statements;
24 latest GIS officially submitted to the SEC, if applicable; certification of the NTC on the
25 status of its permits and operations; and an update on the dispersal of ownership
26 undertaking, if applicable.

27
28 The reportorial compliance certificate issued by Congress shall be required
29 before any application for permit or certificate is accepted by the NTC.

30
31 **SEC. 16. Fine.** – Failure of the Grantee to submit the requisite annual report to
32 Congress shall be penalized with a fine in the amount of One million pesos
33 (P1,000,000.00) for each working day of noncompliance, the effectivity of which shall
34 commence upon applicability with other telecommunications franchise grantees:
35 *Provided*, That in the interim, the Grantee shall be liable to pay the fine of Five hundred

1 pesos (P500.00) per working day of noncompliance to the NTC. The fine shall be
2 collected separately from the reportorial penalties imposed by the NTC, and it shall be
3 remitted to the Bureau of the Treasury.

4
5 **SEC. 17. Equality of Treatment in the Telecommunications Industry.** – Any
6 advantage, favor, privilege, exemption, or immunity granted under existing franchises,
7 or which may hereafter be granted for telecommunications, upon prior review and
8 approval of Congress, shall become part of this franchise and shall be accorded
9 immediately and unconditionally to the herein Grantee: *Provided*, That the foregoing
10 shall neither apply to nor affect the provisions of telecommunications franchises
11 concerning territorial coverage, the term, or the type of service authorized by the
12 franchise.

13
14 **SEC. 18. Repealability and Nonexclusivity Clause.** – This franchise shall be
15 subject to amendment, alteration, or repeal by Congress when the public interest so
16 requires and shall not be interpreted as an exclusive grant of the privilege herein
17 provided for.

18
19 **SEC. 19. Separability Clause.** – If any of the sections or provisions of this Act
20 is held invalid, all other provisions not affected thereby shall remain valid.

21
22 **SEC. 20. Repealing Clause.** – All laws, decrees, orders, resolutions,
23 instructions, rules and regulations, and other issuances or parts thereof which are
24 inconsistent with the provisions of this Act are hereby repealed, amended, or modified
25 accordingly.

26
27 **SEC. 21. Effectivity.** – This Act shall take effect fifteen (15) days after its
28 publication in the *Official Gazette* or in a newspaper of general circulation.

Approved,