

**The Unsolicited Commercial Communications (UCC) -Code of  
Practice for Entities (CoP-Entities)**

**Airtel CoP Version 1.0**

This COP is under revision.

## **A. Foreword:**

- I. This Code of Practice (CoP) is formulated to comply with TRAI's "The Telecom Commercial Communications Customer Preference Regulations, 2018 (6 of 2018) dated 19<sup>th</sup> July 2018 ('TCCCP Regulations 2018' or Regulations).
- II. This CoP deals with the appointment of various entities involved in the eco-system performing functions as required under the said Regulation and also prescribes the functions to be performed by them including the process for header registration.
- III. For the avoidance of doubt, in case of any difference between texts in CoP and the Regulations, the text as set out in the TCCCP Regulations, 2018 shall take precedence. In case of any confusion in the interpretation of CoP or if any clarification is needed, the clarifications thus provided by respective Access Provider/Telecom Service Provider (TSP) shall be final and binding.
- IV. This CoP is the outcome of mandate given in TCCCP-2018 and has evolved with the joint initiative and concurrence of all the Access Providers.
- V. The CoP will take effect as per the provisions mentioned under the Section Effective date of this CoP document.
- VI. It is to be clearly understood by all stakeholders that any modification to this CoP would be well within the right of TSP, with no liability of any financial claims or damages or any other adverse action, subject to suitable information of such changes being provided to the concerned stakeholders.

## **B. Sections**

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## Section I. Effective Date

1. Being a huge change in the entire chain of ecosystem (i.e. system, business processes and functions to be performed by associated parties), there is a need for seeking consensus of TRAI on the first CoP, before solutioning the architecture, its development and deployment.
2. As per Regulation, TRAI can give inputs to the CoP post its submission. This CoP being first of its kind, it is deemed appropriate to await for TRAI's inputs before further steps are taken towards its implementation. Therefore, this CoP will be effective after 15 days from the date of submission to TRAI ("CoP Effective Date"). In case of any observations from TRAI within such 15 days, this CoP will be effective once such observations are addressed by TSP's and agreed with TRAI.
3. The solutioning of architecture, processes, its development and deployment activities will start after finalization of CoP as per point no. 2 above.
4. The estimated timelines for point no 3 mentioned above is at least 6 months post CoP Effective Date, though it would be subject to Vendor finalization, Solutioning & actual requirements emanating from finalized CoP and hence subject to review subsequently.
5. The effectiveness of new ecosystem and processes shall depend on its concurrent deployment by all TSPs on a common date.
6. From the implementation date of the TCCCP Regulations, in case any Originating Access provider (OAP) is not ready with the systems & processes and has not published its CoPs (prepared under TRAI's TCCCP Regulation, 2018), the Terminating Access provider (TAP) may block commercial communication to terminate on its network from such OAP, provided that the TAP shall not restrict any commercial communication from OAP for reasons owing to its own systems & processes not being ready in accordance with the TCCCP Regulations 2018.

## **Section II. Scope**

The Scope of this CoP is to:

1. Effective control of Unsolicited Commercial Communication(UCC).
2. Comply with the TCCCP Regulation, 2018.
3. Provide for appointment of various Entities (internally within TSP or delegated to a partner entity) to perform the respective functions assigned as per TCCCP Regulation and/or this CoP.
4. Cover process for registration of 'Sender(s)' (i.e. Principal Entities or Content Providers) and their obligations, who will be assigned and allocated the headers (SMS or voice CLIs).
5. Provide Network system functioning conditions including SLAs and architecture
6. Provide minimum set of information which will be put on DLT system for sharing with different Entities and in between TSPs.

### **Section III: Appointment of Entities**

1. The Access Provider, at its sole discretion, may choose to perform the functions of Entity either by its own or may also choose to delegate the same to a third party.
2. If delegated to a third party:
  - a. TSP should ensure proper authorization of such Legal entity through legal agreements, which should at least contain strict conditions for safety, security and confidentiality of the information being made available over the DLT system.
  - b. TSP should ensure that the third party is not an individual but, a reputed legal entity (i.e. public or private listed company or proprietorship firm, as per Indian laws)
  - c. TSP may either choose to appoint one third party for performing all the functions of various Entities, or may choose multiple third parties to perform different activities or may choose multiple third parties for an individual activity.
  - d. TSP shall register entities at such terms and conditions as may be specified by a TSP from time to time.

## **Section IV: Types of Entities Registration and their functions:**

There are seven types of Entities which are to be appointed by a TSP, either to be done within its organization or by delegation to a third party, for performing the functions as per TRAI TCCCP Regulation, 2018. The functions and process steps to be followed by such Entities are given as follows:

### **1. Header Registrar (Entity – HR)**

#### **A. Broad Functions:**

- a) establish and maintain header register as distributed ledger to keep headers, in a secure and safe manner, and make accessible relevant information for identifying the assignee at the time of request to carry out various functions, e.g. scrubbing function from the registered telemarketers for scrubbing, delivery function from telemarketer;
- b) carry out Header Registration Function;
- c) manage record of headers throughout its lifecycle, i.e. free for assignment, assigned to an entity, withdrawn, surrendered, re-assigned etc.;
- d) keep record of header(s), header root(s) reserved for specific purpose;
- e) in case of voice header(s), header root(s) will refer to the dedicated number series specified for this purpose.
- f) Should have necessary checks in place to ensure that no duplicate Header/s are assigned to different Sender/s or entities.
- g) maintain with minimum performance requirements as specified;
- h) perform any other function and keep relevant details required for carrying out pre and post checks for regulatory compliance;

#### **B. Process steps to be followed:**

- a) assign header or Header root for SMS via Header Registration Functionality, on its own or through its agents, as per allocation and assignment principles and policies, to facilitate content provider or principal entity to get new headers;

### **Process for Allocation and Assignment Principles and policies:**

- i. Total length of a SMS Header will be 11 characters which will include alphabets or numbers or combinations as alphanumeric.
- ii. The Header allocated shall have a header root and a header branch.
- iii. Subject to availability of Header and no conflict or look-alike rule, the Sender shall have flexibility to choose the Header to a maximum length of 11 characters.
- iv. The entire sender ID or Header should preferably be in an upper case.
- v. No absolute right or ownership of Sender on the header(s). The Headers remain the exclusive property of the TSP's. In case of any dispute or otherwise, the TSP has the right to revoke, withdraw or suspend the use of header(s), with or without notice. TSPs under its discretion, can disallow allocation of any specific headers as well.
- vi. The assignment of header(s) will be as per the commercial terms prescribed by respective TSP.
- vii. The assignment of Header shall be for such period as may be specified by the respective TSP in its agreement with the Sender.
- viii. The Sender registration and/or headers assignment will be done individually by a TSP for its own resources, as per the process prescribed herein.
- ix. The Sender shall seek registration of Headers with each of the TSP's at such terms and charges as may be agreed between the Parties.
- x. Any OAP registering the Sender /Header shall have to approach TAP to enter into an arrangement for termination of traffic from the Headers registered by it and the termination of traffic in TAP's network shall be subject to such terms as may be agreed between OAP and TAP.
- xi. As per the definition of transactional message in Regulations, the scope of transactional messages is limited to banking transactions with respect to OTP solely for facilitating a payment transaction via net-banking, debit card/credit card of Banks. The definition of banks shall be limited to Indian Banks as defined by the Reserve Bank of India. For the purpose of clarity, the following will constitute service messages:



- any OTP messages from non-banking transactions, e-commerce websites, E-mail applications or OTPs' generated for verification or authentications.
  - all messages generated pursuant to transactions from banking as well as non-banking activities.
- xii. **International SMS:** Any data/application/system/servers etc. which influences, generates, control, facilitate or enable the generation, dissemination/ transmission of messages from a location outside the territory of India will constitute as International messages. Any mirroring solution in India shall not impact and/or change the nature of such International SMS to national SMS.
- xii. The Sender shall also enter into a distinct agreement with the concerned TSP's for international messages. The OAP and TAP i.e. TSP's shall also have a written arrangement in place for International messages.
- xiii. The Header for international messages shall be distinct as may be decided by a TSP/Header Registrar.
- xiv. For the purposes of sending messages to its own subscribers, a TSP shall not be required to undergo registration process under this CoP. As the telecom connection/services by itself is a part of the service opted by the customer, TSP can send Service and Transactional messages to its own customers without seeking separate consent. For the purposes of sending promotional messages to its own customers, the TSPs shall have to ensure scrubbing of preference register.
- b) carry out pre-verifications of documents and credentials submitted by an individual, business entity or legal entity requesting for assigning of the header;

**Process for Pre-verification Checks and request for Sender registration and assignment of header:**

- i. The Sender has to submit request for its entity registration as well as for header registration with a Header Registrar.
- ii. The Sender shall submit a simple Universal application form, mentioning its details as well the list of header(s) sought.
- iii. The Sender shall enclose copy of KYC documents (for both sender entity and its Authorised signatory). For ease of identification of a Sender, the KYC documents of Sender must also include at least two such details out of Pan Number, CIN Number, Aadhaar Number, GST Number.
- iv. The Sender shall also facilitate an Initial Bank Guarantee or a security deposit of such amount as may be specified by the Header Registrar.

- v. If Header is being procured on behalf of a Sender, the registration of the Sender is a pre-requisite. Thereafter, an application for header allocation shall be made by a delegated entity along with its KYC and an authorisation letter and/or a No-Objection certificate from the Sender for using the said CLI i.e. said Principal Entity/Content provider, in the prescribed format.
- vi. The Entity –HR is entitled to carry out pre or post verification checks of the Sender/s or delegates seeking headers which may also include physical verification.
  - In case of an individual, the authorised signatory will not apply.
  - In case of Government agencies approaching directly Entity-HR or the TSP, the KYC documents will not apply. A letter/email from official email ID seeking allocation of Headers will suffice. In case a Registered Telemarketer (RTM) with a TSP, approaches on behalf of Government agencies then, an undertaking in writing shall have to be furnished by the said RTM that the header will be used on behalf of the concerned Government entity/agencies only. It is to be noted that the said header will be registered in the name of Government entity/agency. RTM will have to furnish an Authorization Letter from the Government agency.
- vii. The applicant should also declare the purpose of sending the SMS/calls through such header(s).
- viii. The Sender shall also declare the nature of SMS i.e. National or International SMS.
- ix. If the declared purpose is for sending stock related tips etc, further authentication steps as mentioned in sub-point (d) below should be followed.
- x. If the declared purpose is for sending messages on behalf of Union or State Government or institutions, autonomous bodies established under constitution or any statute, further authentication steps as mentioned in sub-point e) to be followed.
- xi. If the complete details are facilitated as per the process specified, the Sender shall be registered and a Unique ID shall be assigned to such Sender. If there is any shortcoming or the details are not proper, the Sender shall be notified of the same with an opportunity to provide complete details.
- xii. The activity of Sender Registration shall be followed by Header Registration.

- xiii. TSPs/Entity-HR shall aim at providing digital modes for collection of this information and registration of Sender(s) and/or Header(s), for a seamless experience and faster processing.
- xiv. Checks to be followed while Header assignment:
  - a. A header could be a brand name, business name or a company name etc. which a Sender intend to register.
  - b. Check that the header(s) should be related to company or initial alphabets or the words in the Header represent the company/entity.
  - c. In case of Header request by an individual, the same corresponds or matches with the brand/business name such Sender holds.
  - d. In case there is no such correlation which is evident, the Sender may be required to provide a justification for such header.
  - e. The Entity-HR to check whether the header has a correlation with any of the Government entities/projects, well known brands, corporates etc. as per the list of existing Headers being used prior to TCCPR Regulation 2018.
  - f. If there is no correlation with the list or no such entity, then the request can be taken forward for further processing else the same to be declined with appropriate reasons.
  - g. The decision for Header assignment, allocation, refusal, withdrawal, suspension etc shall be at the sole discretion of HR-Entity.
  - h. Subject to all necessary checks and validations, the general rule to be followed for header assignment shall be on first come basis. However, this rule may not be binding.
- c) bind with a mobile device and mobile number(s), in a secure and safe manner, which shall be used subsequently on regular intervals for logins to the sessions by the header assignee;

**Process to bind mobile device and its role:**

- i. Entity-HR should also aim to launch a mobile app/website or any other mode, (wherever applicable), enabling Sender(s) to login securely and safely for using different services which a TSP may choose to provide through such mode. The mobile app should have authentication based on the registered mobile number and/or email id of the Sender.
- d) carry out additional authentications in case of a request for headers to be issued to SEBI registered brokers or other entities specified by Authority by directions, orders or instructions issued from time to time;

**Process for Additional Authentications – SEBI related**

- i. No header should be used for sending any SMS related to investment advice or tip, unless a proper authentication has been carried out as provided in this step. All

Sender(s) should confirm if the header being sought for allocation, is to be used for sending any SMS relating to investment advice or tip. If yes, then following steps to be followed:

- The Sender should be a SEBI registered investment advisor or broker or sub broker or portfolio manager or merchant banker, and should provide its SEBI registration document.
  - The Entity-HR should cross-check the same with the SEBI website. In case details do not match, header registration request to be declined.
- e) carry out additional authentications in case of a request for headers to be issued to government entities, corporate(s) or well-known brands, including specific directions, orders or instructions, if any, issued from time to time by the Authority;

#### **Additional Authentications – Government entities**

Entity-HR to take the current list of Government exempted ID's of Government bodies, entities, major project of central Government using Headers.

- i. In case the purpose of sending SMS is on behalf of Government entities, Government projects the Sender/Telemarketer should provide the Government authorization letter. The Sender/Telemarketer should undertake that all such SMS are billable and chargeable to them unless any exemption is granted to them by the authorised agency.
  - ii. In case the purpose of sending SMS is on behalf of corporate/well-known brands, the Sender should provide the Authorization letter from such corporate/well-known brand on their letter-head, along with other requisite documents.
- f) carry out additional checks for look-alike headers which may mislead to a common recipient of commercial communication, it may also include proximity checks, similarity after substring swaps specifically in case of government entities, corporate(s), well-known brands while assigning headers irrespective of current assignments of such headers, and to follow specific directions, orders or instructions, if any, issued from time to time by the Authority;

#### **Process steps for Additional checks for look-alike headers:**

- i. The current list of Headers should be compiled for reference.
- ii. Headers should not be allocated with %'well known string'% as defined in the list for initial three months.
- iii. In case, the said brand wants the above string or a part thereof, to remain blocked with a particular TSP, they may approach the said TSP and agree on the contractual and commercial/s terms

- iv. Access providers may include additional characters in the headers to avoid proximity match of Headers
  - v. Above to be done on a best effort basis.
  - vi. If, despite all best efforts as above, a header is allocated to an entity, and the bonafide entity approaches the TSP later for the header or for preventing the other entity from using it, the TSP may withdraw or re-allocate the header. This provision is to be provided in the standard agreement with a Sender.
- g) Process steps for Registration of Sender and/or Header:** Post successful checks and documents availability as per above sub-clause from a) to f), the Entity-HR will register the Sender as per such terms as decided by a concerned TSP and/or assign the header/header root and make respective entries in the system. Header Registrar shall upload the list of Headers registered on the DLT platform.
- h) Process steps for De-registration of Sender and/or Header:** The Entity-HR will temporarily or permanently de-register a Sender and/or Header in the following scenarios:
- In case of repeated complaints as defined in the complaint handling CoP.
  - On the expiry of limited period mentioned in the Authorisation letter provided by Government agency or Corporate/well-known brand.
  - On direction from LEAs, Regulators or other competent authorities
  - Any other scenarios, as defined by TSP from time to time.
  - As per the contractual terms defined by the TSP with a Sender.
- i) Such de-registration of Sender or Header(s) should be immediately informed to the respective Sender on their registered email id. Any re-registration of such Sender shall at the discretion of a TSP and if so, the same shall be on such terms and as per the process defined by TSP from time to time. Header Registrar shall also upload the list of Headers de-registered on the DLT platform and the respective TSP's shall also take action to de-register such Headers from their systems within one business day.
- j)** Above process steps as defined from sub-point a) to h) are to be followed in case a Sender or Telemarketer seeks allocation of telecom resource for voice calls, except the provisions which are specific to SMS as a bearer. Resources for voice calls should be given to Entity from number series (GSM/Wire-line i.e. 140) allocated to TSPs for telemarketer activity. Also there is no mechanism to identify header of voice calls whether it is transactional/service or promotional. Depending upon technical feasibility, TSP may choose to allocate naming feature to be displayed as CLI for commercial voice calls made to its own subscribers.
- k) Process Steps in case Header already allocated:** There could be following scenarios:
- i. In case, a header is already allocated to an entity and a different, seemingly bonafide entity approaches the TSP later for the header or for preventing the other entity from using it, the TSP may withdraw or re-allocate the header. This provision is to be incorporated in the standard agreement.
  - ii. In case, two entities at one point of time seek a particular header, TSP should frame a guiding framework to resolve such issues, on a case to case basis.

## 2. Consent Template Registrar (Entity-CsTR) and Consent Registrar (Entity-CR)

### A. Broad Functions:

- a) establish and maintain consent register as distributed ledger to keep consent, in a secure and safe manner, and make accessible relevant data for the Scrubbing Function.
- b) establish Customer Consent Acquisition Facility (CCAF), to record recipient's consent to receive commercial communications from the sender or consent acquirer; the method of acquiring consent to be standard across all TSPs.
- c) establish Customer Consent Verification Facility (CCVF) for the purpose of facilitating:
  - i. customers to verify, modify, renew or revoke their consent in respect of commercial communications, and
  - ii. Access Providers to verify the consent in case of complaint;
- d) keep consent for each consent acquirer, in a manner that client data of entity is adequately protected;
- e) keep record of revocation of consent by the customer, whenever exercised, in an immutable and non-repudiable manner;
- f) synchronize records, in real time, among all consent ledgers available with participating nodes in Consent Acquisition Functionality in an immutable and non-repudiable manner;
- g) maintain with minimum performance requirements as specified;
- h) perform any other function and keep relevant details required for carrying out pre and post checks for regulatory compliance;

### B. Process steps to be followed:

- a) **Register consent** via Customer Consent Acquisition Functionality on Consent Register, on its own or through its agents, to facilitate consent acquirers to record the consent taken from the customers in a robust manner which is immutable and non-repudiable and as specified by relevant regulations;

#### Process Steps for Registering Consent template:

- i. The Sender will share the consent template with the consent template registrar (Entity-CsTR), which is to be presented to the customer for acquiring consent. The template should explicitly convey the purpose of the consent and the details of the Sender (Header). The Sender can also choose from the various template options provided by the CsTR.
- ii. The Entity-CsTR will cross check the consent template with the purpose, Header and Sender and approve/disapprove the same for the registration. In case of rejection, the

sender to share the revised template. Entity-CsTR will assign a unique ID to each approved consent template.

- iii. TSPs under their discretion, can cause deregistration of some/particular consent template(s) based on any specific content through keywords or otherwise.
- iv. The Entity-CsTR will register and record the approved consent template along with sender and header name in its register (will replicate at Header Registration)
- v. TSPs/Entity-CsTR may charge Sender for such template registration as well as for consent acquisition as per their commercials.

**b) Record Consent:**

**Process Step for Presenting content of consent acquisition, taking agreement and authentication:**

- i. **Presenting content of the registered consent acquisition** template to the customer before taking consent; and
- ii. **Taking concurrence or approval of the customer** on the purpose of the consent and details of sender; and
- iii. Allow authentication from the customer by capturing the consent through OTP over SMS;

**Process Step for Presenting content of consent acquisition, taking agreement and authentication:**

- i. The Sender may have multiple consent templates registered with Entity-CsTR, each having a distinct template ID.
- ii. Sender will initiate a trigger to Entity-CR along with registered consent template ID and MSISDN (individual or in batches) for presenting the same to the consumer for seeking his consent.
- iii. Entity-CR will share the registered consent template containing details of the Sender and Header (Principal Entity name/brand name) and OTP with the consumer through short code as SMS.
- iv. Consumer will respond back on the same short code (toll free level 5 or such code/s, to be identified by each TSP) with OTP, to provide consent for the stated consent template. Alternatively, the customer can be prompted to reply on the same short code by sending Y for consent and N for refusal/denial.
- v. The Entity-CR will cross check the OTP and do the automated Authentication. On the successful confirmation of OTP, the consent is recorded in the system paired with the MSISDN along with date and time of such consent from the consumer (time to be captured when it hits the system). Post consent recording, a confirmation is sent to the consumer as well as to the Sender through SMS.
- vi. In case of OTP mismatch, consumer and sender/consent acquirer will be notified.

- vii. The Entity-CsTR/TSP shall charge the Sender for such consent acquisition process at such rates as may be defined by them from time to time.
  - viii. **In the case of Voice calls it is very difficult to acquire Consent from the customer in the absence of any medium/means to share the content/template for the purpose of consent. Like in the case of wireline customer it is not possible to share the content/template with them for consent and it is very difficult to check/examine the complaints made by customer in the case of voice calls due to non-availability of consent (clarification to be sought from TRAI).**
- c) **record revocation of consent** by the customer via revoke request in a robust manner which is immutable and non-repudiable and as specified by relevant regulations;

**Process Step for recording revocation of Consent:**

The revocation of consent by a customer can be made through various modes available on 24X7 basis, on all days, as mentioned below:

- i. sending SMS to short code 1909 with Label <Revoke> and <Sender ID> or to telephone number mentioned in the message or during the voice call received from the sender(s); or
- ii. (calling on 1909 or number mentioned for revoking the consent during the voice call received from the sender(s); or
- iii. calling on customer care number; or
- iv. Mobile app developed in this regard either by the Authority or by any other person or entity and approved by the Authority; or
- v. Web portal with authentication through OTP; or
- vi. Any other means as may be notified by the Authority from time to time.

The revocation of consent should be uploaded on the DLT

- d) **record sufficient contact information**, valid for at least 30 days, required to revoke consent and present it to recipient to enable them to submit request for revoking consent;

**Process Step for recording contact information:**

**Need Clarification from TRAI on the above.**

**The detailed process on revocation of consent is covered in CoP– Process for Registration, modification and Deregistration of Preferences and Recording and Revocation of Consent, and its provisions would be binding on Entity-CR and Sender(s)/Consent Acquirers.**

### **3. Content Template Registrar**

#### **A. Broad Functions:**



- a) Content Template Registrar (Entity-CTR) to carry out content template registration function;
- b) keep records of registered templates in immutable and non repudiable manner;
- c) maintain with minimum performance requirements as specified;
- d) perform any other function and keep relevant details required for carrying out pre and post checks for regulatory compliance;

**B. Process Steps to be followed:**

- a) **to check content of the template being offered for registration as a transactional template and service message template;**

**Process Steps for checking Content offered for registration:**

- i. Sender will share with Entity-CTR the proposed template to be registered under the category of transactional or service or promotional message. The Sender will also declare if the template is for a National or an International SMS.
- ii. Further, the Sender will also provide consent template id (as provided during registration) for the proposed template of service messages. The template should carry both fixed and variable portion, distinctly identified. Sample Templates with fixed and variable portions may be prescribed and shared with Senders as options during Registration.
- iii. Sender to ensure not to send any objectionable, obscene, unauthorized or any other content, messages or communications infringing copyright and intellectual property right etc., in any form, which is not permitted as per established laws of the country. TSPs' to be indemnified for any such misuse by Sender/aggregator through relevant clause in the agreement. TSPs may prepare common guideline for identification of such kind of messages which will be referred at the time of header registration and content template registration.
- iv. Entity-CTR to check the content of the service message templates, transactional message templates and promotional message template submitted by the Sender. In case of service message, it will cross-check the service message template with the purpose defined in the approved consent template.
- v. TSPs under its discretion, can disallow registration or cause deregistration of any content template based on any specific keywords or otherwise.
- vi. **In the case of Voice calls it is very difficult to send Content i.e. OBD to wire line customer in the absence of any medium/means to share the content**

- b) to identify fixed and variable portion(s) of the content in the offered transactional template and service message template with identification of type of content for each portion of variable part of the content, e.g. date format, numeric format, name of recipient, amount with currency; reference number, transaction identity;**

**Process Steps:**

- i. Entity-CTR is required to ensure the above.

- c) to estimate the total length of variable portion, viz. total length of fixed portion for a typical transactional message, service message for offered template;**

**Process Steps:**

- i. Entity-CTR to ensure that the length of the variable portion for a typical transactional (upto 25%)and service message(upto 50%) and promotional (upto 75%) of the total length. Entity-CTR along with TSP, would put in place a process for approval of exception to this percentage threshold.

- d) to de-register template or temporarily suspend use of template;**

**Process Steps:**

- i. Entity-CTR will de-register/ temporarily suspend use of a Content template (transactional or service or promotional ) in case of following scenarios:
  - a) In case of repeated complaints as defined in the complaint handling CoP.
  - b) In case of non-usage of the template such a period of 180 days or as per the terms of the commercial arrangement.
  - c) As per inputs arising from CoP Detect or otherwise as per discretion of TSP.
  - d) If the template is misused,

- e) to generate one-way hash for fixed portion of content of template and ways to extract fixed portion and variable portion(s) from actual message for carrying out pre and post checks of actual content of actual message offered for delivery or already delivered;**

**Process Steps:**

Post the CoP formulation and approval from TRAI and availability of actual agreement on the message content for promotional and transactional, the solution will be worked out. During the solutioning the process of hashing/reading etc. will be detailed and subsequently, suitably incorporated in the CoP as well.

- f) assigning unique template identity to registered template of content;**

#### **Process Steps for assigning unique template identity:**

- i. Entity-CTR to assign unique id to each template against each registered sender id and update the system. The unique ID shall be generated by the DL\_Content Template module (TSPs to decide for common unique id format) (TSPs to check with their IT team) In case the unique ID is required to be generated by TSP local IT system a common format can be agreed with the demarcation of operator/circle as a part of the format designed.
- ii. The second option is that the unique id is generated at the DLT platform level and passed on to the TSPs local IT system for correlation.

#### **4. Telemarketer functional Entity Registrar (Entity-TFER)**

##### **A. Process Steps:**

- i. TSP itself or through an entity (Entity-TFER) will register Telemarketer functional Entities i.e. TM-SF, TM-DF, TM-AF and TM-VCF and arrange execution of respective agreements with them, as per the format specified by TSP. TSPs should endeavour to restrict TM-SF entities to a miniscule single digit number, to ensure confidentiality of information.
- ii. These Telemarketer functional entities will perform respective functions as mentioned hereinafter.
- iii. It is in complete discretion of TSP to carry this function at its own or may appoint and register one or multiple entities as TM-SF.
- iv. TSP may formulate process and scenarios for de-registration of Telemarketer Functional Entities

#### **Process Steps for processing Scrubbing:**

- i. The Telemarketer or Sender can submits target numbers, headers and template for the scrubbing function.
- ii. The Scrubbing function will be for either category of message i.e. promotional and service.
- iii. The Scrubbing function would mean checking of customer's preference in case of Promotional Message or consent in case of service messages. The TSP may choose, at its own discretion, to have Scrubbing function and Content Template verifier function, to be done simultaneously, through a single entity or a single system.
- iv. The Telemarketer or Sender will provide the MSISDNs and content of message along with the category of content (i.e. promotional or service) to the TM-SF as per the format prescribed by the TSP/TM-SF.

The TM-SF will scrub the promotional message with the Preference register and Services message with the Consent Register (including checking the preferred time slots and types of days for delivery) and generate a Token which should also contain preferred time slots and types of days for delivery.

- v. Similarly, TM-SF will scrub the service message with the Consent Register and generate a Token.
  - vi. The Scrubbing may also involve any Signature/Keywords filtering of the SMS to control the UCC as per the CoP-Detect.
  - vii. **The TSP shall be entitled to charge for such scrubbing functions, from the Sender and/or such entity who seeks such services.**
- a) take necessary measures to protect Preference Register and Consent Register data during scrubbing, e.g. by Generating virtual identities and tokens for each number for the messages and voice calls and not disclosing real identities to any other entity than authorized to know it;

**Process Steps for Protection of Data during scrubbing:**

- (i) The Tokens generated by the TM-SF will not disclose the real identities (i.e. MSISDNs) to the Telemarketer/Sender. TM-SF will share the OAP Token with OAP and TAP Token with TAP, and also share the Token with Telemarketer/Sender. These Token are to be used by respective OAP and TAP for ascertaining the content of message, SMS header and actual list of MSISDNs on which the SMS is to be sent. OAP may charge the Sender/Telemarketer for the scrubbing and decrypting activity through TM-SF or directly.

It is understood that TSPs may have different levels of controls and systems. A TAP may like to have strict control on scrubbing activity to ensure there is no inconvenience to its consumers and no UCC is made to them. Therefore, to prevent spam to go to their subscribers, TAP may also put scrubbing function before delivering the message to their consumer. In cases where TAP scrubs the Token, the TAP may charge OAP a commercial price for the same, as per discretion of TAP. In other cases, TAP may charge OAP for decrypting of Token.

- b) make available relevant details of scrubbed list to corresponding OAPs and TAPs for carrying out reverse mapping of virtual identities to real identities for further delivery;

**Process Steps for reverse mapping:**

Make available relevant means to identify the actual subscriber to which the message needs to be delivered

- c) to identify and report probable instances of request received for scrubbing of list of phone numbers collected through harvesting software or instances of dictionary attack to relevant entities authorized to take action;

**Process Steps for identifying and reporting instances of harvesting software or dictionary attack:**

- i. TM-SF and OAP should put in place system to identify probable instances of list of phone numbers collected through harvesting software or instances of dictionary attack.
- ii. The broad rules for such identification should be fixed by TM-SF and OAP from time to time. If required, same should be shared with TRAI for guidance. Since, the system development and vendor finalization is yet to start, hence, the identification rules are not available at this stage. Similarly, TAPs (actually are OAPs also) should also define broad rules for the same.
- iii. Once identified, TM-SF should report such instances to Entities-HR, for further necessary action. Similarly, once identified by TAP, it should be reported to OAP for taking action against the Sender / Telemarketer.

**A. Process Steps to be followed:**

- a) deliver messages to OAP, in a secure and safe manner, during specified time slots and types of days of delivery in accordance to the preferences of the customer(s);

**Process Steps: TM-DF to follow above including broad functions.**

In the case of voice call above mentioned scrubber function will not work due to non-availability of Consent. Only scrubbing will be done against preferences of customer.

- b) select OAP for particular customer(s) or messages and conveying to Scrubber for generating tokens for corresponding OAP to access information of list of messages which would be required to be delivered by it;

**Process Steps:**

- i. TM-DF to follow above including broad functions.
- ii. In line with the Token generating provisions mentioned in section related to TM-SF, the same activity related to Token generation, decryption should be carried out by TM-SF as well as TAP. The Token containing virtual identities should be shared by TM-SF with TM-DF.

**A. Process to be followed:**

- a) deliver messages to RTM having telecom resource connectivity with access provider(s), in a secure and safe manner;

**Process Steps: TM-AF to ensure compliance with the above.**

## 5. Telemarketer for voice calling function with Telecom Resource Connectivity for voice calls to Access Provider (TM-VCF)

### A. Broad Functions:

- a) to carry out voice calling function;
- b) take necessary measures to protect Preference Register and Consent Register data during voice calling, e.g. using virtual identities to make voice calls on a secure Internet Protocol (IP) based Virtual Private Networks (VPN) with OAP and not disclosing real identities to any other entities than authorized to know it;
- c) take initiatives to enable calling name display (CNAM) based on Intelligent Network or ISDN based protocols, enhanced calling name (eCNAM) functionality as defined in 3GPP technical specifications TS 24.196 for providing services to terminating user with the name associated with the originating user and optionally delivering metadata about that originating user;

**Note: Clarification sought from TRAI on how e.164 standard numbering plan will be mapped /correlated to eCNAM. For operators where existing voice network is TDM/ SS7 based, the above is not possible.**

- d) maintain with minimum performance requirements as specified;
- e) perform any other function and keep other relevant details which may be required for carrying out pre and post checks for regulatory compliance;

### B. Process Steps to be followed:

- (a) deliver voice calls to OAP, in a secure and safe manner, during specified time slots and types of days of delivery in accordance to the preferences of the customer(s);
- (b) select OAP for particular customer(s) or voice calls and conveying selected OAPs to Scrubber for generating tokens for corresponding OAP to access information of list of messages which would be required to be delivered by it;

#### Process Steps for delivery of voice calls:

- i. Above to be followed including the broad functions.
- ii. In line with the Token generating provisions mentioned in section related to TM-SF, the same activity related to Token generation, decryption should be carried out by TM-SF and TAP for voice calls as well and the Token containing virtual identities should be shared by TM-SF with TM-VCF.

## **Section V. Network/System Functioning Conditions**

### 1. Network/System Architecture

Depending upon CoP finalization and discussions with vendor, the Network/system architecture freezed by TSPs for implementation should be incorporated in this CoP as well.

### 2. Standards, Specification and SLAs

An SLA will be agreed between TSPs interconnecting over DLT layer, from time to time and same will be translated into technical SLAs.

### 3. Sender/Telemarketer registration process

- Agreement should be signed between a legal entity & Access service providers and registration not to be given to any individual.
- KYC process should be followed and all valid documents i.e. CAF, POI. POA, PAN No., Aadhar of Authorized signatory/directors, Company ROC certificate, Authorisation in favour of Signatory.
- Minimum 50,000/- or higher registration fee should be taken from entity.

**Note : TRAI to confirm as to how Telemarketer tokenization will happen in Voice calls.**

## **Section VI. Consequence management**

1. In case of default/breach in functions to be performed by respective Entities registered/appointed by TSP, TSP should take strict action against the same which may include warning notice or show cause notice or penalty or temporary/permanent termination etc.
2. TSP should formulate an internal process on above.
3. Action of blacklisting can be taken against Telemarketer or aggregator doing the SMS or voice delivery function. For this, the TSP taking action of blacklisting should inform other TSPs along with details of default.



## **Section VII. Information handover over DLT to Entities and/or other TSPs**

**Following information should be handed over by a TSP to all other TSPs:**

1. Sender
  - a. Sender ID
  - b. List of Header/s
  - c. Sender Name and Address
  
2. Header
  - a. Header
  - b. Date-Time of registration
  - c. Purpose (Transactional, Service, Promotional or Government)
  - d. Linked Telemarketer
  
3. Consent Template
  - a) Consent Template registration unique number
  - b) Consent template format including fixed and variable portion
  - c) SMS header
  - d) Sender ID
  
4. Consent Register
  - a) Customer Number in international numbering format as per NNP 2003
  - b) Consent Template registration unique number
  - c) SMS header
  - d) Date/time of OTP message generation
  - e) Date/time of OTP validation and consent recording
  - f) Validity of consent, if any
  
5. Content Template
  - a) Sender ID
  - b) SMS header
  - c) Consent Template registration unique number
  - d) Content Template
  - e) Fixed portion and Variable portion
  - f) Linked Telemarketer

## **Section VIII. Amendment to CoP**

This CoP can be amended by respective TSPs at any given point in time subject to following:

- a) It is understood that CoPs stipulate various requirements which are interlinked with CoPs of other TSPs as well. Considering the same, wherever the amendment can lead to change in information sharing with other TSP and/or billing, processing etc with other TSP, such amendment should be shared with two weeks advance intimation before actually implementing the same.
- b) Wherever there is any material change for any existing Sender(s) which impacts performance of its obligations, an advance notice of at least 7 calendar days along with changes and its effective date for such existing Sender(s), should be given on their respective registered email-id.

## **Section IX. Publication of CoP**

This CoP should be published by TSP on its website. A digital copy of the same should be sent to below, on their appointment/registration:

- a) Entity - HR
- b) Entity – Consent Template Registrar
- c) Entity - Consent Registrar
- d) Entity - Content Template Registrar
- e) Entity – Content Template Verifier
- f) Entity- Telemarketer functional Entity registrar
- g) All registered Sender(s)
- h) All registered Telemarketers
- i) All registered Aggregators

Further, on any amendment to the CoP, same should be published by TSP over its website and also sent to above over their registered email-ids.

## **Section X. Definitions**

In this Code of Practice, unless the context otherwise, the Definition of various terms used under different clauses of the document will be according to the Definitions given under Regulation 2 of the Telecom Commercial Communications Customer Preference Regulations, 2018.

## Section XI. Version History

The space below is provided to keep a track and record details of Amendments of this Document

<b>S.no</b>	<b>Date</b>	<b>Details</b>	<b>Remarks</b>
1	08 -11-2018	CoP Entities- Version 1.0	