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THE MALAWI GOVERNMENT GAZETTE

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CONTENTS

PAGE

MACRA: Notices of —

Malawi Broadcasting Cooperation Radio One Licence . . . 77-92

Malawi Broadcasting Cooperation Radio Two Licence . . . 93-108

Television Malawi Broadcasting Licence 109-124

GENERAL NOTICE No. 39

Reference: B-PUB-5-01



Licence No. 0001

(This licence number must be quoted on all correspondence and at interviews)

MALAWI COMMUNICATIONS REGULATORY AUTHORITY

PUBLIC SOUND BROADCASTING SERVICE LICENCE

This is to certify that

MALAWI BROADCASTING CORPORATION (MBC) RADIO 1

of: Broadcasting House
P.O. Box 30133
Chichiri
Blantyre 3

is licensed to provide a PUBLIC BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 13th July, 2012 and ending on 13th July, 2019, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows—

- (a) Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$5,000.00 in respect of the First Licence Year.
- (b) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second-year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) The Authority shall charge the licence twenty per cent (20%) only of the said Broadcasting licence fee and ten per cent (10%) only of the said radio licence (frequency) fees for each assigned frequency and link respectively subject to sub-clause 13:4 of the Licence Conditions herein.

CHARLES NSALIWA
Director General

TED NANDOLO
Chairman

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

Issued without alteration or erasure, and void if altered or erased

TERMS AND CONDITIONS OF THE LICENCE

1. Licence Principles

This Licence is issued subject to and in accordance with the following principles—

- 1.1 The protection of the best interests of the public, consumers and other users of public broadcasting service;
- 1.2 Promotion of open access to information by means of the public sound broadcasting service;
- 1.3 Promotion of efficiency within the public sound broadcasting service of the Licensee;
- 1.4 Encouraging the introduction of new and innovative programmes in order to enhance cultural needs and aspirations of the people of Malawi;
- 1.5 Fostering the development of a public sound broadcasting service in accordance with recognized national and international standards;
- 1.6 Informing and educating the masses on development, political, social and economic issues; and
- 1.7 Entertaining the public in accordance with the national and cultural values

2. Name of Station

- 2.1 The name of the station in respect to which the Licensee is authorised to own, operate and provide a public sound broadcasting service under this Licence is—

“Malawi Broadcasting Corporation RADIO ONE” (MBC Radio ONE)

- 2.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 2.3 The Licensee may, in the place of the name of the station as specified in sub-clause 2.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 2.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

3. On-Air Station Identification

The Licensee shall ensure that its radio station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be.

4. Protection of Constitutional Rights and Freedoms

- 4.1 In the provision of its private sound broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens' and the community's rights, among others, to—

- 4.1.1 privacy;
- 4.1.2 economic activity;
- 4.1.3 economic, social, cultural and political development;
- 4.1.4 freedom of association;
- 4.1.5 freedom of conscience and opinion;
- 4.1.6 freedom of expression;
- 4.1.7 access to information; and
- 4.1.8 administrative justice.

5. National Coverage and Universal Service Strategy

5.1 The Licensee shall provide a public sound broadcasting service throughout the Republic. To this end the Licensee shall, within ninety (90) days of the roll out period from the Effective Date, furnish the Authority with the following—

5.1.1 Within ninety (90) days of the roll out period from the Effective Date, furnish the Authority with the following—

- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's public sound broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's public sound broadcasting service; and
- (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

5.1.2 Simultaneously with the report stipulated in sub-clause 5.1.1, the Licensee shall furnish the Authority with a comprehensive Plan and Strategy to achieve universal service to all populated areas of the Republic of Malawi within twelve (12) months calculated from the Effective Date: Provided that the said Plan and Strategy shall be implemented only after approval by the Authority.

6. Broadcasting Hours

6.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. Provided that the licensee shall ensure that its radio station broadcasts not less than eighteen (18) hours per day;

6.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.

6.3 Notwithstanding the provisions of sub-clauses 6.1 and 6.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

7. Finances

The Licensee shall be financed as provided for under section 94 of the Act as applicable.

8.1 Programming and Content

8.1 News and Current Affairs

8.1.1 The Licensee shall within fourteen (14) days of the Effective Date commence with the provision of news bulletins for not less than three (3) minutes every hour commencing at 06h00 up to and including 22h00. Provided that the Licensee may in its discretion provide news on a more frequent basis.

8.1.2 The Licensee shall endeavour, within fourteen (14) of the Effective Date, commence with the provision of current affairs programming twice a day. Provided that the licensee may in its discretion provide current affairs news on a more frequent basis.

8.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct, under the Third Schedule of the Act, encourage free and informed opinion on matters of public interest, but its employees shall refrain from expressing their personal opinion or the opinion of its Board or management on political affairs or on matters of public policy, without prejudice other than broadcasting matters.

8.1.4 The Licensee shall ensure that news personnel exercise independent editorial control over the content of news and current affairs programmes.

8.2 Editorial and Programme Policy

The Licensee shall devise an Editorial and Programme Policy in line with this Licence, the Constitution, the Communications Act and the Laws and Policies of Malawi and shall be required to submit it to the Authority within ninety (90) days from the Effective Date.

8.3 Culture

8.3.1 The Licensee shall ensure that its programming reflects the wide cultural diversity of the people of Malawi. To this end the Licensee shall ensure allocation of air-time for the coverage of Malawian culture with regard to decency, privacy and morality.

8.3.2 The licensee shall not broadcast any material that is indecent or obscene or offensive to public morals (including abusive or insulting language). Without derogating from the generality of the foregoing, the licensee shall not broadcast any indecent or explicit material that is likely to promote moral decay and promiscuity. Provided that recourse shall be had to the censorship law as obtained in the Republic from time to time in interpreting this sub-clause.

8.4 Syndicates and Rebroadcasts

The Licensee shall not syndicate, relay or re-broadcast any programme material from any other source or station without the prior written authorization of the Authority. Provided that the Licensee shall always maintain a minimum of 60 percent of its programmes with Malawian content.

8.5 Format

The Licensee shall not change the format of its public television broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

8.6 Entertainment

8.6.1 The Licensee shall provide entertainment programming that meets the needs, objectively assessed, of the people of the Republic.

8.6.2 All entertainment programming containing national and international content shall reflect the geographic spread of the people of Malawi.

8.7 Programme Content

The Licensee shall broadcast programmes that reflect the cultural diversity of the people of the Republic, as well as the historical, current or futuristic life of the people of the Republic. All programme schedules shall have a minimum of sixty (60) per cent of its programmes with Malawian content, which shall be measured according to the following criteria—

- 8.7.1 Nationality of the scriptwriter(s), producer(s) and editor(s);
- 8.7.2 Nationality of the presenter(s);
- 8.7.3 Country of origin of any background music or other sound effects;
- 8.7.4 Country of production; and
- 8.7.5 The country of setting of the content of the programme.

Provided that for purposes of this paragraph, each one of the items listed above shall carry a weighting of twenty per cent (20%).

8.8 Educational Programmes

8.8.1 Subject to sub-clause 8.8.2 hereof, the Licensee shall continue to broadcast and or introduce educational programmes covering, *inter alia*—

- (a) Science and Technology;
- (b) HIV/Aids;
- (c) Position of women, children and the disabled;
- (d) Curriculum-based education;
- (e) Career guidance;
- (f) Environment;
- (g) General Health and Hygiene; and
- (h) any other educational areas not expressly included herein.

8.8.2 The Licensee shall, within thirty days (30) days of the Effective Date, furnish the Authority with its plan and strategy for the said programmes.

8.9 Democracy

The licensee shall assist in democracy consolidation through development and broadcasting of programmes on democratic principles and values.

8.10 Public Announcements

8.10.1 Notwithstanding the Government standing procedures, if any, the Licensee shall, when requested by the Authority, the Minister responsible for Information, the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or the Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information on immediate or impending and grave danger or disaster. Such request shall be confirmed in writing within forty-eight (48) hours of broadcasting;

8.10.2 The Licensee shall, when requested by the Authority, without charge broadcast such information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning the Licensee as the case may be from time to time.

8.11 Maintenance of Broadcast Programmes

8.11.1 The Licensee shall keep a record of all broadcast programmes in a form determined by the Authority from time to time and shall be in an unedited version;

8.11.2 The records stipulated in sub-clause 8.11.1 shall be kept and maintained for a period of not less forty-five (45) days;

8.11.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

8.12 Live Broadcasts

8.12.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under

8.12.2 The Authority shall restrict the Licensee from live broadcasts if it is in the public interest to do so.

9. Advertising

9.1 Subject to sub-clause 9.2 the Licensee may broadcast up to fifteen (15) minutes of Advertisements per hour during any ordinary broadcasting hour;

9.2 The Licensee may broadcast up to twenty (20) minutes of advertisements during any Peak Hour broadcast;

9.3 The Licensee shall annually furnish to the Authority, within sixty (60) days of the end of the Licensee's financial year, a return covering all the advertising broadcast during the preceding financial year, the total minutes or hours of such advertising, and the total revenues derived there from;

9.4 The return stipulated in sub-clause 9.3 shall contain a declaration under oath or affirmation, in the following terms—

“I, the undersigned,....., in my capacity as hereby declare under oath/affirm that the information provided in this return is to the best of my knowledge and belief both true and correct. I undertake that should I become aware that any such information is not accurate, I shall immediately bring this information to the attention of the Authority”,

and shall be signed by the Chairman of the Board, or the Director-General of the Licensee acting under lawful authorization of the Board

9.5 The Authority shall review and keep under review the charges and fees that the Licensee shall charge for advertising.

10. Election Coverage

- 10.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues.
- 10.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and all electoral issues are treated equitably.
- 10.3 In the event that the Licensee opts to proceed as envisaged in clause 10.2 above, it shall ensure that it abides by Schedule 5 hereto *mutatis mutandis*.

11. Public Complaints

- 11.1 The Licensee shall, within ninety (90) days of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain the approval thereof from the Authority;
- 11.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever;
- 11.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 11.1 hereof;
- 11.4 The Licensee shall, at least once a day, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority;
- 11.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures;
- 11.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how these were addressed by the Licensee.

12. Contracts

- 12.1 Subject to paragraph 8.4 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material the re-broadcast foreign-sourced programme material. Provided that any such contracts shall be subject to the prior consultation with of the Authority and may not be implemented without notifying the Authority;
- 12.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

13. Licence Fees

- 13.1 Upon the issuance of this Licence, the Licensee shall pay to the Authority a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 5,000.00 in respect of the First Licence Year.
- 13.2 The licensee is also obliged to pay the Authority—
- (a) Radio Licence (frequency) fees of Malawian Kwacha equivalent of US\$ 712.00 per assigned broadcasting frequency, for the first licence year and Malawian Kwacha equivalent of US\$ 356.00 the second year and thereafter; and
- (b) studio transmitter links (STLs) frequency fee of Malawian Kwacha equivalent of US\$ 356.00 per link.
- 13.3 Notwithstanding sub-clauses 13.1 and 13.2 hereof and recognizing that MBC is a public service broadcaster the Authority shall charge the Licensee twenty per cent (20%) only of the said Broadcasting Licence fee and ten per cent (10%) only of the said Radio licence (frequency) fees for each assigned frequency and link respectively subject to sub-clause 13.4 of the licence conditions hereinafter.
- 13.4 The Authority reserves the right to review sub-clause 13.3.
- 13.5 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 1% per annum compounded monthly until full liquidation thereof.
- 13.6 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licensee shall be deemed to have been warned to pay up all outstanding fees.

13.7 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given a notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.

13.8 Notwithstanding the foregone clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licensee.

14. Amendment

14.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with section 53 of the Act;

14.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as determined by the Authority from time to time;

14.3 Any Licence amendment proceedings instituted by the Authority mero motu shall not attract any Licence amendment application fee or Licence amendment fees;

15. Participation in International Broadcasting Events

15.1 The Authority may from time to time invite the Licensee to join the Authority's delegation to any international organization, meeting or conference concerned with broadcasting;

16. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

17. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51 (1) (d) of the Act and subject to renewal.

18. Authorization and Approvals-Addresses

18.1 Any authorization or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—

- (a) Physical address : Broadcasting House, Masauko Chipembere Highway, Chichiri, Blantyre
- (b) Postal address : Malawi Broadcasting Corporation, P.O. Box 30133, Chichiri, Blantyre 3
- (c) Telephone number : (265) 1 875 587
- (d) Facsimile number : (265) 1 871 257
- (e) E-mail address : dgmbc@malawi.net

18.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change, no less than five (5) days prior to the change.

18.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely—

- (a) Physical address : MACRA House
Salmin Amour Road
- (a) Postal address: Private Bag 261
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address: dg-macra@macra.org.mw

19. Frequencies and Technical Parameters

- 19.1 This Licence shall comply with the technical parameters as set out in Schedule 2 or as agreed with the Authority from time to time.
- 19.2 The Licensee shall comply strictly with the broadcasting technical specifications set out in Schedule 3 or as recommended by the National Communications Policy (NCP), International Telecommunications Union (ITU) and other international agreements entered into by the Republic.
- 19.3 The Licensee is licensed to broadcast a public sound broadcasting service using the frequencies specified and listed in Schedule 4 or as and when applied for; and
- 19.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the national spectrum plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

20. Revocation

20.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—

- (i) if the Licensee is in substantial breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
- (ii) if the Licensee has been declared bankrupt or insolvent; or
- (iii) if the Licensee takes steps to deregister itself or is deregistered.
- (iv) If the Licensee fails to roll out within twelve (12) months from the Effective date

Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

20.2 The Radio licence shall be revoked in accordance with section 42 of the Act.

20.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked.

21. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

22. Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

23. Renewal

- 23.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions
- 23.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence
- 23.3 The Authority shall with valid reasons not renew a License if it is in the public interest to do so.
- 23.4 On renewal, the Authority may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators
- 23.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

24. General

- 24.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.
- 24.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.
- 24.3 This Licence is classified as "Public Sound Broadcasting Service Licence" PUBS.

CHARLES NSALIWA

Director General

Signed for and on behalf of the Authority

SCHEDULE 1
LICENCE FORMAT

Licensee : MBC Radio ONE
Station Name : MBC Radio ONE

Description of Format

This Licence is issued to the Licensee subject to the maintenance of a mixed format comprising the elements listed below—

- (a) Magazine;
 - (b) Discussion;
 - (c) Features;
 - (d) Musical Variety;
 - (e) Phone-in programmes;
 - (f) Documentaries;
 - (g) Commentary (OB);
 - (h) Press Conference;
 - (i) Quizzes;
 - (j) Drama;
 - (k) Narrative;
 - (l) Vox-pops;
 - (m) Talk/speeches;
 - (n) News and News Comments; and
 - (o) Reports.
- sms and phone in testimony

The Licensee shall, within fourteen (14) days from the Effective Date, introduce educational and developmental programmes covering, inter alia—

- (i) Science and technology;
- (ii) HIV/Aids;
- (iii) Position of women, children and the disabled;
- (iv) Curriculum-based education;
- (v) Career guidance;
- (vi) Environment;
- (vii) General health and hygiene, and
- (viii) Sports, agriculture, developmental, business and any other Sectoral MGDS areas not expressly included herein.

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : MBC RADIO ONE

Station Name : MBC RADIO ONE

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1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses:
 - 1.1 Blantyre;
 - 1.2 Lilongwe;
 - 1.3 Mzuzu; and
 - 1.4 any other studios to be developed from time to time including outside broadcasting.
 2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
 3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
 4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent persons.
 5. The Licensee's coverage area shall be the whole Republic.
 6. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, request the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive formal application for an amendment to this Licence.
 7. The Authority may at any time conduct such independent tests as it may consider necessary on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
 8. Any deviation from these conditions may lead to immediate suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : MBC RADIO ONE

Station Name : MBC RADIO ONE

TO BE FURNISHED WITHIN 3 MONTHS FROM EFFECTIVE DATE

SCHEDULE 4
LICENSED FREQUENCIES

Licensee : MBC RADIO ONE

Station Name : MBC RADIO ONE

The licensee is authorized to use the following frequencies in its daily operation or as may be assigned by the Authority from time to time as stipulated under clause 19 of this licence.

SCHEDULE 5
BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : MBC RADIO ONE

Station Name : MBC RADIO ONE

1. Interpretation

1.1 Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

2. Definitions

- 2.1 In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.
- 2.2 "The Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.
- 2.3 "Commission" means the Malawi Electoral Commission established by section 75 of the Constitution.
- 2.4 "Elections" means any general election, by-election, local government election and referendum.
- 2.5 "Electoral Commission Act" means the Electoral Commission Act, 1998.
- 2.6 "Electoral Laws" means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.
- 2.7 "Party" means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.
- 2.8 "Party Election Broadcast" means a direct address or message broadcast free of charge on MBC RADIO ONE under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).
- 2.9 "Political advertisement" means an advertisement broadcast on MBC RADIO ONE that is intended or calculated to advance the interests of any political party, for which advertisement MBC RADIO ONE has received or is to receive, directly or indirectly, any money or other consideration.
- 2.10 "Polling day" means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

3. General provisions in respect of political advertisement or a party election broadcasts.

- 3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by MBC shall submit that political advertisement or party broadcast to MBC, pre-recorded and presented thereto 48 hours before transmission—
- 3.1.1 in a form and manner that complies with MBC's technical, editorial and programme standards as approved by the Authority;
- 3.1.2 in completed form, ready for broadcast; and
- 3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.
- 3.2 Every political advertisement or party election broadcast submitted by a party to MBC for transmission shall be prepared by or at the instance or request of, that party.
- 3.3 MBC shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
- 3.4 MBC shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
- 3.5 MBC upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to MBC at least 48 hours before the intended time for its transmitted;
- 3.6 Any party whose party election broadcast has been rejected or refused by the MBC shall have the right to refer the matter to the Authority.
- 3.7 A party that submits a political advertisement or party election broadcast to the MBC for transmission shall ensure that the political advertisement or party election broadcast does not—
- 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
- 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
- 3.8 Neither party that submits a political advertisement or a party election broadcast to MBC for transmission, nor any member or official of any such party, shall have any claim against MBC arising from the transmission by it of that political advertisement or party election broadcast.
- 3.9 MBC shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified MBC in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
- 3.10 At the end of the campaign period, the MBC is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.

4. Specific provisions in respect of Party Election Broadcasts

- 4.1 Party election only be transmitted by MBC which shall—
- 4.1.1 make available, on every day throughout the election broadcast period time-slots of (2) two minutes each for the transmission of election broadcasts, provided that the Commission and the Authority in collaboration with MBC shall be entitled to prescribe by regulation an increased number of daily time-slots for the transmission of election broadcasts;
- 4.1.2 do so in accordance with the sequence and timing prescribed by the Commission and the Authority in terms of this schedule.
- 4.1.3 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts; and
- 4.1.4 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.

- 4.2 Party election broadcast transmitted by MBC shall be allocated equitable time duration not exceeding exceed two minutes each.
- 4.3 MBC shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
- 4.4 No party shall be obliged to use the air time allocated to it in terms of the transmission of party election broadcasts provided that:
 - 4.4.1 Any air-time allocated to it but not used by a party shall be forfeited; and
 - 4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by MBC for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

- 5.1 MBC may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State.
- 5.2 Broadcasts of this nature referred to under sub-clause 5.1 require no balancing by the media, provided that where such broadcasts carry campaigning message, MBC shall take steps to balance these messages with appropriate coverage of the campaigns of other presidential candidates and where that is not feasible the provision of section 193 of the Constitution shall apply by extension.
- 5.3 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.

6. Allocation of air-time in respect of party election broadcasts.

- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by the Commission and the Authority in collaboration with MBC to the various parties contesting the Parliamentary and Presidential elections and Local Government Elections, referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and MBC will reserve the right to assess the technical, editorial and programme quality of such recorded material. If such broadcasts fail to meet MBC's required technical, editorial and programme standards, they shall not be broadcast.
- 6.3 Complete party election broadcasts ready for transmission must be handed over to MBC who must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with MBC shall determine the sequence in which party election broadcasts are to be transmitted for the entire election broadcast period. 6.9.2 notify MBC in writing of such sequence.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

- 7.1 During the official campaign period, MBC shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party having been afforded an opportunity to respond thereto in such programme or without the view of such political party having been reflected therein, MBC shall be obliged to afford such party a reasonable opportunity to respond to the criticism. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 MBC shall transmit news or current affairs programmes in respect of the elections in an impartial and objective manner which treats all parties fairly and equitably.

8. Complaints

- 8.1 The Broadcasting Monitoring and Complaints Committee is hereby established with the responsibility to receive and investigate complaints about the Licensee from the public and any interested stakeholders during elections.
- 8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Electoral Commission and the Chairperson of the Malawi Law Society.

8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedure.

SCHEDULE 6

Definitions

In these terms and conditions, any word, words or phrases to which a meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise. Subject to the foregoing—

- (a) any word or phrase importing any one gender shall include all other genders;
- (b) any word or phrase importing the singular shall include the plural;
- (c) words and phrases shall have the meanings assigned herein—
 - (i) “the Act” means the Communications Act, 1998;
 - (ii) “the Authority” means the Malawi Communications Regulatory Authority established under section 3 of the Act;
 - (iii) “Code of conduct” means the code of conduct contained in the Third Schedule to the Act;
 - (iv) “Conditions” means these terms and conditions, as read with Schedules 2, 3, 4 and 5 to the Licence;
 - (v) “Constitution” means the Constitution of the Republic of Malawi;
 - (vi) “Current affairs” means contemporary issues and events of national importance;
 - (vii) “Drama” means story-telling by means of play-acting using human characters and other props, through the medium of audio (sound), conveyed by means of sound broadcasting signals and equipment;
 - (viii) “Effective Date” means the date on which the Licence shall come into effect;
 - (ix) “First Licence Year” means the period of twelve (12) months commencing on the Effective Date and ending on the last calendar day of such twelve (12) months period;
 - (x) “Licence” means the Licence issued to the Licensee to own, operate and provide a public sound broadcasting service, and of which these conditions constitute the terms and conditions;
 - (xi) “Licensee” means Malawi Broadcasting Corporation, established under section 86 of the Act;
 - (xii) “Licence year” means every twelve months period commencing initially on the Effective Date, and thereafter on each and every anniversary of the Effective Date;
 - (xiii) “News” means reports on events and occurrences of the day, covering international, regional, country and local matters;
 - (xiv) “Ordinary broadcasting hour” means any hour falling between the following time segments—
 - 09h00 and 12h00,
 - 14h00 and 17h00
 - and between 21h00 of the same day and 05h00 of the next day;
 - (xv) “On-air” means a continuity broadcast in a studio and or live from an outside broadcast facility;
 - (xvi) “Peak Hour” means any hour falling between the following time segments—
 - 05h00 and 09h00
 - 12h00 and 14h00
 - and between 17h00 and 21h00 of any day;
 - (xvii) “Pre-recorded station identification jingle” means an electronically recorded jingle in which is identified the station or Licensee on-air;
 - (xviii) “Public sound broadcasting service” means a public broadcasting service that is delivered by means of sound;
 - (xix) “Republic” means the Republic of Malawi as constituted under Chapter 1 of the Constitution.

The following provisions shall apply to the members of the Council of Ministers...

ARTICLE 102

1. The members of the Council of Ministers shall be appointed by the Yang di-Pertuan Agong...

2. The members of the Council of Ministers shall be appointed from among the members of the Dewan Rakyat...

3. The members of the Council of Ministers shall hold office during the pleasure of the Yang di-Pertuan Agong...

4. The members of the Council of Ministers shall be sworn to uphold the Constitution...

5. The members of the Council of Ministers shall be subject to the confidence of the Dewan Rakyat...

6. The members of the Council of Ministers shall be entitled to the same privileges and immunities as the members of the Dewan Rakyat...

7. The members of the Council of Ministers shall be entitled to the same allowances and salaries as the members of the Dewan Rakyat...

8. The members of the Council of Ministers shall be entitled to the same facilities as the members of the Dewan Rakyat...

9. The members of the Council of Ministers shall be entitled to the same treatment as the members of the Dewan Rakyat...

10. The members of the Council of Ministers shall be entitled to the same honours and distinctions as the members of the Dewan Rakyat...

11. The members of the Council of Ministers shall be entitled to the same powers and functions as the members of the Dewan Rakyat...

12. The members of the Council of Ministers shall be entitled to the same responsibilities as the members of the Dewan Rakyat...

13. The members of the Council of Ministers shall be entitled to the same duties as the members of the Dewan Rakyat...

14. The members of the Council of Ministers shall be entitled to the same obligations as the members of the Dewan Rakyat...

15. The members of the Council of Ministers shall be entitled to the same powers and functions as the members of the Dewan Rakyat...

16. The members of the Council of Ministers shall be entitled to the same responsibilities as the members of the Dewan Rakyat...

17. The members of the Council of Ministers shall be entitled to the same duties as the members of the Dewan Rakyat...

18. The members of the Council of Ministers shall be entitled to the same obligations as the members of the Dewan Rakyat...

19. The members of the Council of Ministers shall be entitled to the same powers and functions as the members of the Dewan Rakyat...

20. The members of the Council of Ministers shall be entitled to the same responsibilities as the members of the Dewan Rakyat...

GENERAL NOTICE NO.40

Reference: B-PUB-5-02



Licence No. 00002

(This licence number must be quoted on all correspondence and at interviews)

MALAWI COMMUNICATIONS REGULATORY AUTHORITY**PUBLIC SOUND BROADCASTING SERVICE LICENCE**

This is to certify that

MALAWI BROADCASTING CORPORATION (MBC) RADIO 2FM

of: Broadcasting House
P.O. Box 30133
Chichiri
Blantyre 3

is licensed to provide a PUBLIC BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 13th July, 2012 and ending on 13th July, 2019, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows—

- (a) Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$5,000.00 in respect of the First Licence Year.
- (b) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) The Authority shall charge the licence twenty per cent (20%) only of the said Broadcasting licence fee and ten per cent (10%) only of the said radio licence (frequency) fees for each assigned frequency and link respectively subject to sub-clause 13:4 of the Licence Conditions herein.

CHARLES NSALIWA
Director General

TED NANDOLO
Chairman

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

Issued without alteration or erasure, and void if altered or erased

Broadcasting Licence for MBC Radio 2FM Station

TERMS AND CONDITIONS OF THE LICENCE

1. Licence Principles

This Licence is issued subject to and in accordance with the following principles—

- 1.1 The protection of the best interests of the public, consumers and other users of public broadcasting service;
- 1.2 Promotion of open access to information by means of the public sound broadcasting service;
- 1.3 Promotion of efficiency within the public sound broadcasting service of the Licensee;
- 1.4 Encouraging the introduction of new and innovative programmes in order to enhance cultural needs and aspirations of the people of Malawi;
- 1.5 Fostering the development of a public sound broadcasting service in accordance with recognized national and international standards;
- 1.6 Informing and educating the masses on development, political, social and economic issues; and
- 1.7 Entertaining the public in accordance with the national and cultural values

2. Name of Station

2.1 The name of the station in respect to which the Licensee is authorised to own, operate and provide a private television broadcasting service under this Licence is—

“Malawi Broadcasting Corporation RADIO 2FM (MBC Radio 2FM)”

- 2.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 2.3 The Licensee may, in the place of the name of the station as specified in sub-clause 2.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 2.2 hereof shall apply in respect of the said shortened form of the Licensee’s name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

3. On-Air Station Identification

The Licensee shall ensure that its Radio station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be.

4. Protection of Constitutional Rights and Freedoms

4.1 In the provision of its private Television broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens’ and the community’s rights, among others, to—

- 4.1.1 privacy;
- 4.1.2 economic activity;
- 4.1.3 economic, social, cultural and political development;
- 4.1.4 freedom of association;
- 4.1.5 freedom of conscience and opinion;
- 4.1.6 freedom of expression;
- 4.1.7 access to information; and
- 4.1.8 administrative justice.

5. National Coverage and Universal Service Strategy

5.1 The Licensee shall provide a public sound broadcasting service throughout the Republic. To this end the Licensee shall, within ninety (90) days of the roll out period from the Effective Date, furnish the Authority with the following—

5.1.1 Within ninety (90) days of the roll out period from the Effective Date, furnish the Authority with the following—

- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's public sound broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's public sound broadcasting service; and
- (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

5.1.2 Simultaneously with the report stipulated in sub-clause 5.1.1, the Licensee shall furnish the Authority with a comprehensive Plan and Strategy to achieve universal service to all populated areas of the Republic of Malawi within twelve (12) months calculated from the Effective Date: Provided that the said Plan and Strategy shall be implemented only after approval by the Authority.

6. Broadcasting Hours

6.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. Provided that the licensee shall ensure that its radio station broadcasts not less than eighteen (18) hours per day;

6.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.

6.3 Notwithstanding the provisions of sub-clauses 6.1 and 6.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

7. Finances

The Licensee shall be financed as provided for under section 94 of the Act as applicable.

8.1 Programming and Content

8.1 News and Current Affairs

8.1.1 The Licensee shall within fourteen (14) days of the Effective Date commence with the provision of news bulletins for not less than three (3) minutes every hour commencing at 06h00 up to and including 22h00. Provided that the Licensee may in its discretion provide news on a more frequent basis.

8.1.2 The Licensee shall endeavour, within fourteen (14) of the Effective Date, commence with the provision of current affairs programming twice a day. Provided that the licensee may in its discretion provide current affairs news on a more frequent basis.

8.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct, under the Third Schedule of the Act, encourage free and informed opinion on matters of public interest, but its employees shall refrain from expressing their personal opinion or the opinion of its Board or management on political affairs or on matters of public policy, without prejudice other than broadcasting matters.

8.1.4 The Licensee shall ensure that news personnel exercise independent editorial control over the content of news and current affairs programmes.

8.2 Editorial and Programme Policy

The Licensee shall devise an Editorial and Programme Policy in line with this Licence, the Constitution, the Communications Act and the Laws and Policies of Malawi and shall be required to submit it to the Authority within ninety (90) days from the Effective Date.

8.3 Culture

8.3.1 The Licensee shall ensure that its programming reflects the wide cultural diversity of the people of Malawi. To this end the Licensee shall ensure allocation of air-time for the coverage of Malawian culture with regard to decency, privacy and morality.

8.3.2 The licensee shall not broadcast any material that is indecent or obscene or offensive to public morals (including abusive or insulting language). Without derogating from the generality of the foregoing, the licensee shall not broadcast any indecent or explicit material that is likely to promote moral decay and promiscuity. Provided that recourse shall be had to the censorship law as obtained in the Republic from time to time in interpreting this sub-clause.

8.4 Syndicates and Rebroadcasts

The Licensee shall not syndicate, relay or re-broadcast any programme material from any other source or station without the prior written authorization of the Authority. Provided that the Licensee shall always maintain a minimum of 60 percent of its programmes with Malawian content.

8.5 Format

The Licensee shall not change the format of its private television broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1.

8.6 Entertainment

8.6.1 The Licensee shall provide entertainment programming that meets the needs, objectively assessed, of the people of the Republic.

8.6.2 All entertainment programming containing national and international content shall reflect the geographic spread of the people of Malawi.

8.7 Programme Content

The Licensee shall broadcast programmes that reflect the cultural diversity of the people of the Republic, as well as the historical, current or futuristic life of the people of the Republic. All programme schedules shall have a minimum of sixty (60) per cent of its programmes with Malawian content, which shall be measured according to the following criteria—

8.7.1 Nationality of the scriptwriter(s), producer(s) and editor(s);

8.7.2 Nationality of the presenter(s);

8.7.3 Country of origin of any background music or other sound effects;

8.7.4 Country of production; and

8.7.5 The country of setting of the content of the programme.

Provided that for purposes of this paragraph, each one of the items listed above shall carry a weighting of twenty per cent (20%).

8.8 Educational Programmes

8.8.1 Subject to sub-clause 8.8.2 hereof, the Licensee shall continue to broadcast and or introduce educational programmes covering, *inter alia*—

(a) Science and Technology;

(b) HIV/Aids;

(c) Position of women, children and the disabled;

(d) Curriculum-based education;

(e) Career guidance;

(f) Environment;

(g) General Health and Hygiene; and

(h) any other educational areas not expressly included herein.

8.8.2 The Licensee shall, within thirty days (30) days of the Effective Date, furnish the Authority with its plan and strategy for the said programmes.

8.9 Democracy

The licensee shall assist in democracy consolidation through development and broadcasting of programmes on democratic principles and values.

8.10 Public Announcements

8.10.1 Notwithstanding the Government standing procedures, if any, the Licensee shall, when requested by the Authority, the Minister responsible for Information, the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or the Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information on immediate or impending and grave danger or disaster. Such request shall be confirmed in writing within forty-eight (48) hours of broadcasting;

8.10.2 The Licensee shall, when requested by the Authority, without charge broadcast such information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning the Licensee as the case may be from time to time.

8.11 Maintenance of Broadcast Programmes

8.11.1 The Licensee shall keep a record of all broadcast programmes in a form determined by the Authority from time to time and shall be in an unedited version;

8.11.2 The records stipulated in sub-clause 8.11.1 shall be kept and maintained for a period of not less forty-five (45) days;

8.11.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

8.12 Live Broadcasts

8.12.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under

8.12.2 The Authority shall restrict the Licensee from live broadcasts if it is in the public interest to do so.

9. Advertising

9.1 Subject to sub-clause 9.2 the Licensee may broadcast up to fifteen (15) minutes of Advertisements per hour during any ordinary broadcasting hour;

9.2 The Licensee may broadcast up to twenty (20) minutes of advertisements during any Peak Hour broadcast;

9.3 The Licensee shall annually furnish to the Authority, within sixty (60) days of the end of the Licensee's financial year, a return covering all the advertising broadcast during the preceding financial year, the total minutes or hours of such advertising, and the total revenues derived there from;

9.4 The return stipulated in sub-clause 9.3 shall contain a declaration under oath or affirmation, in the following terms—

“I, the undersigned,....., in my capacity as hereby declare under oath/affirm that the information provided in this return is to the best of my knowledge and belief both true and correct. I undertake that should I become aware that any such information is not accurate, I shall immediately bring this information to the attention of the Authority”,

and shall be signed by the Chairman of the Board, or the Director-General of the Licensee acting under lawful authorization of the Board

9.5 The Authority shall review and keep under review the charges and fees that the Licensee shall charge for advertising.

10. Election Coverage

- 10.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues.
- 10.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and all electoral issues are treated equitably.
- 10.3 In the event that the Licensee opts to proceed as envisaged in clause 10.2 above, it shall ensure that it abides by Schedule 5 hereto *mutatis mutandis*.

11. Public Complaints

- 11.1 The Licensee shall, within ninety (90) days of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain the approval thereof from the Authority;
- 11.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever;
- 11.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 11.1 hereof;
- 11.4 The Licensee shall, at least once a day, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority;
- 11.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures;
- 11.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how these were addressed by the Licensee.

12. Contracts

- 12.1 Subject to paragraph 8.4 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material the re-broadcast foreign-sourced programme material. Provided that any such contracts shall be subject to the prior consultation with of the Authority and may not be implemented without notifying the Authority;
- 12.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

13. Licence Fees

- 13.1 Upon the issuance of this Licence, the Licensee shall pay to the Authority a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 5,000.00 in respect of the First Licence Year.
- 13.2 The licensee is also obliged to pay the Authority—
 - (a) Radio Licence (frequency) fees of Malawian Kwacha equivalent of US\$ 712.00 per assigned broadcasting frequency, for the first licence year and Malawian Kwacha equivalent of US\$ 356.00 the second year and thereafter; and
 - (b) studio transmitter links (STLs) frequency fee of Malawian Kwacha equivalent of US\$ 356.00 per link.
- 13.3 Notwithstanding sub-clauses 13.1 and 13.2 hereof and recognizing that MBC is a public service broadcaster the Authority shall charge the Licensee twenty per cent (20%) only of the said Broadcasting Licence fee and ten per cent (10%) only of the said Radio licence (frequency) fees for each assigned frequency and link respectively subject to sub-clause 13.4 of the licence conditions hereinafter.
- 13.4 The Authority reserves the right to review sub-clause 13.3.
- 13.5 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 1% per annum compounded monthly until full liquidation thereof.
- 13.6 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licensee shall be deemed to have been warned to pay up all outstanding fees.

13.7 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given a notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.

13.8 Notwithstanding the foregone clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licensee.

14. Amendment

14.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with section 53 of the Act;

14.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as determined by the Authority from time to time;

14.3 Any Licence amendment proceedings instituted by the Authority mero motu shall not attract any Licence amendment application fee or Licence amendment fees;

15. Participation in International Broadcasting Events

15.1 The Authority may from time to time invite the Licensee to join the Authority's delegation to any international organization, meeting or conference concerned with broadcasting;

16. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

17. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51 (1) (d) of the Act and subject to renewal.

18. Authorization and Approvals-Addresses

18.1 Any authorization or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—

- (a) Physical address : Broadcasting House, Masauko Chipembere Highway, Chichiri, Blantyre
- (b) Postal address : Malawi Broadcasting Corporation, P.O. Box 30133, Chichiri, Blantyre 3
- (c) Telephone number : (265) 1 875 587
- (d) Facsimile number : (265) 1 871 257
- (e) E-mail address : dgmbc@malawi.net

18.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change, no less than five (5) days prior to the change.

18.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely—

- (a) Physical address : MACRA House
Salmin Amour Road
- (a) Postal address: Private Bag 261
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address: dg-macra@macra.org.mw

19. Frequencies and Technical Parameters

- 19.1 This Licence shall comply with the technical parameters as set out in Schedule 2 or as agreed with the Authority from time to time.
- 19.2 The Licensee shall comply strictly with the broadcasting technical specifications set out in Schedule 3 or as recommended by the National Communications Policy (NCP), International Telecommunications Union (ITU) and other international agreements entered into by the Republic.
- 19.3 The Licensee is licensed to broadcast a public sound broadcasting service using the frequencies specified and listed in Schedule 4 or as and when applied for; and
- 19.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the national spectrum plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

20. Revocation

20.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—

- (i) if the Licensee is in substantial breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
- (ii) if the Licensee has been declared bankrupt or insolvent; or
- (iii) if the Licensee takes steps to deregister itself or is deregistered.
- (iv) If the Licensee fails to roll out within twelve (12) months from the Effective date

Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

20.2 The Radio licence shall be revoked in accordance with section 42 of the Act.

20.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked.

21. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

22. Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

23. Renewal

23.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions

23.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence

23.3 The Authority shall with valid reasons not renew a License if it is in the public interest to do so.

23.4 On renewal, the Authority may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators

23.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

24. General

- 24.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.
- 24.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.
- 24.3 This Licence is classified as "Public Sound Broadcasting Service Licence" PUBS

CHARLES NSALIWA
Director General
Signed for and on behalf of the Authority

SCHEDULE 1
LICENCE FORMAT

Licensee : MBC Radio 2FM
Station Name : MBC Radio 2FM

Description of Format

This Licence is issued to the Licensee subject to the maintenance of a mixed format comprising the elements listed below—

- (a) Magazine;
- (b) Discussion;
- (c) Features;
- (d) Musical Variety;
- (e) Phone-in programmes;
- (f) Documentaries;
- (g) Commentary (OB);
- (h) Press Conference;
- (i) Quizzes;
- (j) Drama;
- (k) Narrative;
- (l) Vox-pops;
- (m) Talk/speeches;
- (n) News and News Comments; and
- (o) Reports.

sms and phone in testimony

The Licensee shall, within fourteen (14) days from the Effective Date, introduce educational and developmental programmes covering, inter alia—

- (i) Science and technology;
- (ii) HIV/Aids;
- (iii) Position of women, children and the disabled;
- (iv) Curriculum-based education;
- (v) Career guidance;
- (vi) Environment;
- (vii) General health and hygiene, and
- (viii) Sports, agriculture, developmental, business and any other Sectoral MGDS areas not expressly included herein.

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : MBC RADIO 2FM

Station Name : MBC RADIO 2FM

-
1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses:
 - 1.1 Blantyre;
 - 1.2 Lilongwe;
 - 1.3 Mzuzu; and
 - 1.4 any other studios to be developed from time to time including outside broadcasting.
 2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
 3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
 4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent persons.
 5. The Licensee's coverage area shall be the whole Republic.
 6. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, request the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive formal application for an amendment to this Licence.
 7. The Authority may at any time conduct such independent tests as it may consider necessary on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
 8. Any deviation from these conditions may lead to immediate suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : MBC RADIO 2FM

Station Name : MBC RADIO 2FM

TO BE FURNISHED WITHIN 3 MONTHS FROM EFFECTIVE DATE

SCHEDULE 4
LICENSED FREQUENCIES

Licensee : MBC RADIO 2FM

Station Name : MBC RADIO 2FM

The licensee is authorized to use the following frequencies in its daily operation or as may be assigned by the Authority from time to time as stipulated under clause 19 of this licence.

SCHEDULE 5
BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : MBC RADIO 2FM

Station Name : MBC RADIO 2FM

1. Interpretation

1.1 Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

2. Definitions

- 2.1 In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.
- 2.2 "The Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.
- 2.3 "Commission" means the Malawi Electoral Commission established by section 75 of the Constitution.
- 2.4 "Elections" means any general election, by-election, local government election and referendum.
- 2.5 "Electoral Commission Act" means the Electoral Commission Act, 1998.
- 2.6 "Electoral Laws" means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.
- 2.7 "Party" means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.
- 2.8 "Party Election Broadcast" means a direct address or message broadcast free of charge on MBC RADIO ONE under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).
- 2.9 "Political advertisement" means an advertisement broadcast on MBC RADIO 2FM that is intended or calculated to advance the interests of any political party, for which advertisement MBC RADIO 2FM has received or is to receive, directly or indirectly, any money or other consideration.
- 2.10 "Polling day" means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

3. General provisions in respect of political advertisement or a party election broadcasts.

- 3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by MBC shall submit that political advertisement or party broadcast to MBC, pre-recorded and presented thereto 48 hours before transmission—
 - 3.1.1 in a form and manner that complies with MBC's technical, editorial and programme standards as approved by the Authority;
 - 3.1.2 in completed form, ready for broadcast; and
 - 3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.
- 3.2 Every political advertisement or party election broadcast submitted by a party to MBC for transmission shall be prepared by or at the instance or request of, that party.
- 3.3 MBC shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
- 3.4 MBC shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
- 3.5 MBC upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to MBC at least 48 hours before the intended time for its transmitted;
- 3.6 Any party whose party election broadcast has been rejected or refused by the MBC shall have the right to refer the matter to the Authority.
- 3.7 A party that submits a political advertisement or party election broadcast to the MBC for transmission shall ensure that the political advertisement or party election broadcast does not—
 - 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
 - 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
- 3.8 Neither party that submits a political advertisement or a party election broadcast to MBC for transmission, nor any member or official of any such party, shall have any claim against MBC arising from the transmission by it of that political advertisement or party election broadcast.
- 3.9 MBC shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified MBC in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
- 3.10 At the end of the campaign period, the MBC is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.

4. Specific provisions in respect of Party Election Broadcasts

- 4.1 Party election only be transmitted by MBC which shall—
 - 4.1.1 make available, on every day throughout the election broadcast period time-slots of (2) two minutes each for the transmission of election broadcasts, provided that the Commission and the Authority in collaboration with MBC shall be entitled to prescribe by regulation an increased number of daily time-slots for the transmission of election broadcasts;
 - 4.1.2 do so in accordance with the sequence and timing prescribed by the Commission and the Authority in terms of this schedule.
 - 4.1.3 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts; and
 - 4.1.4 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.

- 4.2 Party election broadcast transmitted by MBC shall be allocated equitable time duration not exceeding exceed two minutes each.
- 4.3 MBC shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
- 4.4 No party shall be obliged to use the air time allocated to it in terms of the transmission of party election broadcasts provided that:
 - 4.4.1 Any air-time allocated to it but not used by a party shall be forfeited; and
 - 4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by MBC for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

- 5.1 MBC may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State.
- 5.2 Broadcasts of this nature referred to under sub-clause 5.1 require no balancing by the media, provided that where such broadcasts carry campaigning message, MBC shall take steps to balance these messages with appropriate coverage of the campaigns of other presidential candidates and where that is not feasible the provision of section 193 of the Constitution shall apply by extension.
- 5.3 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.

6. Allocation of air-time in respect of party election broadcasts.

- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by the Commission and the Authority in collaboration with MBC to the various parties contesting the Parliamentary and Presidential elections and Local Government Elections, referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and MBC will reserve the right to assess the technical, editorial and programme quality of such recorded material. If such broadcasts fail to meet MBC's required technical, editorial and programme standards, they shall not be broadcast.
- 6.3 Complete party election broadcasts ready for transmission must be handed over to MBC who must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with MBC shall determine the sequence in which party election broadcasts are to be transmitted for the entire election broadcast period. 6.9.2 notify MBC in writing of such sequence.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

- 7.1 During the official campaign period, MBC shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party having been afforded an opportunity to respond thereto in such programme or without the view of such political party having been reflected therein, MBC shall be obliged to afford such party a reasonable opportunity to respond to the criticism. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 MBC shall transmit news or current affairs programmes in respect of the elections in an impartial and objective manner which treats all parties fairly and equitably.

8. Complaints

- 8.1. The Broadcasting Monitoring and Complaints Committee is hereby established with the responsibility to receive and investigate complaints about the Licensee from the public and any interested stakeholders during elections.
- 8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Electoral Commission and the Chairperson of the Malawi Law Society.

8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedure.

SCHEDULE 6

Definitions

In these terms and conditions, any word, words or phrases to which a meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise. Subject to the foregoing—

- (a) any word or phrase importing any one gender shall include all other genders;
- (b) any word or phrase importing the singular shall include the plural;
- (c) words and phrases shall have the meanings assigned herein—
 - (i) “the Act” means the Communications Act, 1998;
 - (ii) “the Authority” means the Malawi Communications Regulatory Authority established under section 3 of the Act;
 - (iii) “Code of conduct” means the code of conduct contained in the Third Schedule to the Act;
 - (iv) “Conditions” means these terms and conditions, as read with Schedules 2, 3, 4 and 5 to the Licence;
 - (v) “Constitution” means the Constitution of the Republic of Malawi;
 - (vi) “Current affairs” means contemporary issues and events of national importance;
 - (vii) “Drama” means story-telling by means of play-acting using human characters and other props, through the medium of audio (sound), conveyed by means of sound broadcasting signals and equipment;
 - (viii) “Effective Date” means the date on which the Licence shall come into effect;
 - (ix) “First Licence Year” means the period of twelve (12) months commencing on the Effective Date and ending on the last calendar day of such twelve (12) months period;
 - (x) “Licence” means the Licence issued to the Licensee to own, operate and provide a public sound broadcasting service, and of which these conditions constitute the terms and conditions;
 - (xi) “Licensee” means Malawi Broadcasting Corporation, established under section 86 of the Act;
 - (xii) “Licence year” means every twelve months period commencing initially on the Effective Date, and thereafter on each and every anniversary of the Effective Date;
 - (xiii) “News” means reports on events and occurrences of the day, covering international, regional, country and local matters;
 - (xiv) “Ordinary broadcasting hour” means any hour falling between the following time segments—
 - 09h00 and 12h00,
 - 14h00 and 17h00
 - and between 21h00 of the same day and 05h00 of the next day;
 - (xv) “On-air” means a continuity broadcast in a studio and or live from an outside broadcast facility;
 - (xvi) “Peak Hour” means any hour falling between the following time segments—
 - 05h00 and 09h00
 - 12h00 and 14h00
 - and between 17h00 and 21h00 of any day;
 - (xvii) “Pre-recorded station identification jingle” means an electronically recorded jingle in which is identified the station or Licensee on-air;
 - (xviii) “Public sound broadcasting service” means a public broadcasting service that is delivered by means of sound;
 - (xix) “Republic” means the Republic of Malawi as constituted under Chapter 1 of the Constitution.

The following information is given for the purpose of providing a general overview of the situation in the country.

1. Introduction

The country has a long and rich history, and its people are known for their hospitality and hardworking nature. The government is committed to the development and progress of the nation.

The country is a member of the Commonwealth of Nations and has a strong relationship with its member states. It is also a member of the Organisation of Islamic Cooperation (OIC).

The country has a diverse population and a rich cultural heritage. It is a multi-ethnic and multi-religious society, and the government respects the rights and freedoms of all its citizens.

The country has a strong economy and is a major trading partner with many countries. It has a well-developed infrastructure and a high level of education.

The country is a member of the United Nations and has a strong voice in international affairs. It is committed to the principles of justice, equality, and peace.

The country has a strong military and is a member of the Southeast Asian Treaty Organisation (SEATO). It is committed to the defence and security of the region.

The country has a strong legal system and a high level of judicial independence. It is committed to the rule of law and the protection of human rights.

The country has a strong social system and a high level of social justice. It is committed to the welfare and development of its people.

The country has a strong cultural system and a high level of cultural heritage. It is committed to the preservation and promotion of its cultural values.

The country has a strong environmental system and a high level of environmental protection. It is committed to the sustainable development of the nation.

The country has a strong international system and a high level of international cooperation. It is committed to the peace and stability of the world.

The country has a strong domestic system and a high level of domestic stability. It is committed to the development and progress of the nation.

The country has a strong economic system and a high level of economic growth. It is committed to the development and progress of the nation.

The country has a strong social system and a high level of social justice. It is committed to the welfare and development of its people.

The country has a strong cultural system and a high level of cultural heritage. It is committed to the preservation and promotion of its cultural values.

The country has a strong environmental system and a high level of environmental protection. It is committed to the sustainable development of the nation.

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The country has a strong domestic system and a high level of domestic stability. It is committed to the development and progress of the nation.

GENERAL NOTICE NO. 41

Reference: B-PUB-5-03



Licence No. 00003

(This licence number must be quoted on all correspondence and at interviews)

MALAWI COMMUNICATIONS REGULATORY AUTHORITY
PUBLIC SOUND BROADCASTING SERVICE LICENCE

This is to certify that

MBC TV

of: Broadcasting House
P.O. Box 30133
Chichiri
Blantyre 3

is licensed to provide a PUBLIC TELEVISION BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 13th July, 2012 and ending on 13th July, 2019, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows—

- (a) Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$5,000.00 in respect of the First Licence Year.
- (b) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$ 1780 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$ 890 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) The Authority shall charge the licence twenty per cent (20%) only of the said Broadcasting licence fee and ten per cent (10%) only of the said radio licence (frequency) fees for each assigned frequency and link respectively subject to sub-clause 13:4 of the Licence Conditions herein.

CHARLES NSALIWA
Director General

TED NANDOLO
Chairman

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

Issued without alteration or erasure, and void if altered or erased

Broadcasting Licence for MBC TV Station

TERMS AND CONDITIONS OF THE LICENCE

1. Licence Principles

This Licence is issued subject to and in accordance with the following principles—

- 1.1 The protection of the best interests of the public, consumers and other users of public broadcasting service;
- 1.2 Promotion of open access to information by means of the public television broadcasting service;
- 1.3 Promotion of efficiency within the public television broadcasting service of the Licensee;
- 1.4 Encouraging the introduction of new and innovative programmes in order to enhance cultural needs and aspirations of the people of Malawi;
- 1.5 Fostering the development of a public television broadcasting service in accordance with recognized national and international standards;
- 1.6 Informing and educating the masses on development, political, social and economic issues; and
- 1.7 Entertaining the public in accordance with the national and cultural values

2. Name of Station

2.1 The name of the station in respect to which the Licensee is authorised to own, operate and provide a private television broadcasting service under this Licence is—

“Malawi Broadcasting Corporation Television (MBC TV)

- 2.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 2.3 The Licensee may, in the place of the name of the station as specified in sub-clause 3.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 3.2 hereof shall apply in respect of the said shortened form of the Licensee’s name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

3. On-Air Station Identification

The Licensee shall ensure that its television station identifies itself on air by an on-air Logo of the station. At intervals of not more than 20 minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be.

4. Protection of Constitutional Rights and Freedoms

4.1 In the provision of its private television broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens’ and the community’s rights, among others, to—

- 4.1.1 privacy;
- 4.1.2 economic activity;
- 4.1.3 economic, social, cultural and political development;
- 4.1.4 equity of access to public infrastructure;
- 4.1.5 freedom of association;
- 4.1.6 freedom of conscience and opinion;
- 4.1.7 freedom of expression;
- 4.1.8 access to information; and
- 4.1.9 administrative justice.

5. National Coverage and Universal Service Strategy

5.1 The Licensee shall provide a public television broadcasting service throughout the Republic. To this end the Licensee shall, within ninety (90) days of the roll out period from the Effective Date, furnish the Authority with the following—

5.1 Within ninety (90) days of the roll out period from the Effective Date, furnish the Authority with the following—

- (a) A comprehensive report in which shall be set out the full coverage area of the Licensees public television broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's public television broadcasting service; and
- (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

5.1.2 Simultaneously with the report stipulated in sub-clause 5.1.1, the Licensee shall furnish the Authority with a comprehensive Plan and Strategy to achieve universal service to all populated areas of the Republic of Malawi within twelve (12) months calculated from the Effective Date: Provided that the said Plan and Strategy shall be implemented only after approval by the Authority.

6. Broadcasting Hours

6.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. Provided that the licensee shall ensure that its television station broadcasts not less than eighteen (18) hours per day;

6.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.

6.3 Notwithstanding the provisions of sub-clauses 6.1 and 6.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

7. Finances

The Licensee shall be financed as provided for under section 94 of the Act as applicable.

8.1 Programming and Content

8.1 News and Current Affairs

8.1.1 The Licensee shall within fourteen (14) days of the Effective Date commence with the provision of news bulletins for not less than three (3) minutes every hour commencing at 06h00 up to and including 22h00. Provided that the Licensee may in its discretion provide news on a more frequent basis.

8.1.2 The Licensee shall endeavour, within fourteen (14) of the Effective Date, commence with the provision of current affairs programming twice a day. Provided that the licensee may in its discretion provide current affairs news on a more frequent basis.

8.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct, under the Third Schedule of the Act, encourage free and informed opinion on matters of public interest, but its employees shall refrain from expressing their personal opinion or the opinion of its Board or management on political affairs or on matters of public policy, without prejudice other than broadcasting matters.

8.1.4 The Licensee shall ensure that news personnel exercise independent editorial control over the content of news and current affairs programmes.

8.2 Editorial and Programme Policy

The Licensee shall devise an Editorial and Programme Policy in line with this Licence, the Constitution, the Communications Act and the Laws and Policies of Malawi and shall be required to submit it to the Authority within ninety (90) days from the Effective Date.

Culture

- 8.3.1 The Licensee shall ensure that its programming reflects the wide cultural diversity of the people of Malawi. To this end the Licensee shall ensure allocation of air-time for the coverage of Malawian culture with regard to decency, privacy and morality.
- 8.3.2 The licensee shall not broadcast any material that is indecent or obscene or offensive to public morals (including abusive or insulting language). Without derogating from the generality of the foregoing, the licensee shall not broadcast any indecent or explicit material that is likely to promote moral decay and promiscuity. Provided that recourse shall be had to the censorship law as obtained in the Republic from time to time in interpreting this sub-clause.

Syndicates and Rebroadcasts

The Licensee shall not syndicate, relay or re-broadcast any programme material from any other source or station without the prior written authorization of the Authority. Provided that the Licensee shall always maintain a minimum of 60 percent of its programmes with Malawian content.

Format

The Licensee shall not change the format of its public television broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1.

Entertainment

- 8.6.1 The Licensee shall provide entertainment programming that meets the needs, objectively assessed, of the people of the Republic.
- 8.6.2 All entertainment programming containing national and international content shall reflect the geographic spread of the people of Malawi.

Programme Content

The Licensee shall broadcast programmes that reflect the cultural diversity of the people of the Republic, as well as the historical, current or futuristic life of the people of the Republic. All programme schedules shall have a minimum of sixty (60) per cent of its programmes with Malawian content, which shall be measured according to the following criteria—

- 8.7.1 Nationality of the scriptwriter(s), producer(s) and editor(s);
- 8.7.2 Nationality of the presenter(s);
- 8.7.3 Country of origin of any background music or other sound effects;
- 8.7.4 Country of production; and
- 8.7.5 The country of setting of the content of the programme.

Provided that for purposes of this paragraph, each one of the items listed above shall carry a weighting of twenty per cent (20%).

Educational Programmes

- 8.8.1 Subject to sub-clause 8.8.2 hereof, the Licensee shall continue to broadcast and or introduce educational programmes covering, *inter alia*—
- (a) Science and Technology;
 - (b) HIV/Aids;
 - (c) Position of women, children and the disabled;
 - (d) Curriculum-based education;
 - (e) Career guidance;
 - (f) Environment;
 - (g) General Health and Hygiene; and
 - (h) any other educational areas not expressly included herein.
- 8.8.2 The Licensee shall, within thirty days (30) days of the Effective Date, furnish the Authority with its plan and strategy for the said programmes.

8.9 Democracy

The licensee shall assist in democracy consolidation through development and broadcasting of programmes on democratic principles and values.

8.10 Public Announcements

- 8.10.1 Notwithstanding the Government standing procedures, if any, the Licensee shall, when requested by the Authority, the Minister responsible for Information, the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or the Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information on immediate or impending and grave danger or disaster. Such request shall be confirmed in writing within forty-eight (48) hours of broadcasting;
- 8.10.2 The Licensee shall, when requested by the Authority, without charge broadcast such information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning the Licensee as the case may be from time to time.

8.11 Maintenance of Broadcast Programmes

- 8.11.1 The Licensee shall keep a record of all broadcast programmes in a form determined by the Authority from time to time and shall be in an unedited version;
- 8.11.2 The records stipulated in sub-clause 8.11.1 shall be kept and maintained for a period of not less forty-five (45) days;
- 8.11.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

8.12 Live Broadcasts

- 8.12.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under.
- 8.12.2 The Authority shall restrict live broadcasts if it is in the public interest to do so.
- 8.12.3 The Authority shall restrict the Licensee from live broadcasts if the Licensee broadcasts hate speech whether live or recorded.

9. Advertising

- 9.1 Subject to sub-clause 9.2 the Licensee may broadcast up to fifteen (15) minutes of Advertisements per hour during any ordinary broadcasting hour;
- 9.2 The Licensee may broadcast up to twenty (20) minutes of advertisements during any Peak Hour broadcast;
- 9.3 The Licensee shall annually furnish to the Authority, within sixty (60) days of the end of the Licensee's financial year, a return covering all the advertising broadcast during the preceding financial year, the total minutes or hours of such advertising, and the total revenues derived there from;
- 9.4 The return stipulated in sub-clause 9.3 shall contain a declaration under oath or affirmation, in the following terms—

“I, the undersigned,....., in my capacity as hereby declare under oath/affirm that the information provided in this return is to the best of my knowledge and belief both true and correct. I undertake that should I become aware that any such information is not accurate, I shall immediately bring this information to the attention of the Authority”,

and shall be signed by the Chairman of the Board, or the Director-General of the Licensee acting under lawful authorization of the Board

- 9.5 The Authority shall review and keep under review the charges and fees that the Licensee shall charge for advertising.

10. Election Coverage

- 10.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues.
- 10.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and all electoral issues are treated equitably.
- 10.3 In the event that the Licensee opts to proceed as envisaged in clause 10.2 above, it shall ensure that it abides by Schedule 5 hereto *mutatis mutandis*.

11. Public Complaints

- 11.1 The Licensee shall, within ninety (90) days of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain the approval thereof from the Authority;
- 11.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever;
- 11.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 11.1 hereof;
- 11.4 The Licensee shall, at least once a day, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority;
- 11.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures;
- 11.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how these were addressed by the Licensee.

12. Contracts

- 12.1 Subject to paragraph 8.4 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material the re-broadcast foreign-sourced programme material. Provided that any such contracts shall be subject to the prior consultation with of the Authority and may not be implemented without notifying the Authority;
- 12.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

13. Licence Fees

- 13.1 Upon the issuance of this Licence, the Licensee shall pay to the Authority a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 5,000.00 in respect of the First Licence Year.
- 13.2 The licensee is also obliged to pay the Authority—
- (a) Radio Licence (frequency) fees of Malawian Kwacha equivalent of US\$ 1780 per assigned broadcasting frequency, for the first licence year and Malawian Kwacha equivalent of US\$ 890 the second year and thereafter; and
- (b) studio transmitter links (STLs) frequency fee of Malawian Kwacha equivalent of US\$ 890 per link.
- 13.3 Notwithstanding sub-clauses 13.1 and 13.2 hereof and recognizing that MBC is a public service broadcaster the Authority shall charge the Licensee twenty per cent (20%) only of the said Broadcasting Licence fee and ten per cent (10%) only of the said Radio licence (frequency) fees for each assigned frequency and link respectively subject to sub-clause 13.4 of the licence conditions hereinafter.
- 13.4 The Authority reserves the right to review sub-clause 13.3.
- 13.5 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 5% per annum compounded monthly until full liquidation thereof.
- 13.6 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licensee shall be deemed to have been warned to pay up all outstanding fees.
- 13.7 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given a notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.
- 13.8 Notwithstanding the foregone clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licensee.

14. Amendment

- 14.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with section 53 of the Act;
- 14.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as determined by the Authority from time to time;
- 14.3 Any Licence amendment proceedings instituted by the Authority *mero motu* shall not attract any Licence amendment application fee or Licence amendment fees;

15. Participation in International Broadcasting Events

- 15.1 The Authority may from time to time invite the Licensee to join the Authority's delegation to any international organization, meeting or conference concerned with broadcasting;

16. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

17. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51 (1) (d) of the Act and subject to renewal.

18. Authorization and Approvals-Addresses

- 18.1 Any authorization or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—

- (a) Physical address : Kwacha Broadcasting House
(b) Postal address : Private Bag 268
(c) Telephone number : (265) 1 871 626
(d) Facsimile number : (265) 1 871 257
(e) E-mail address : dgmbc@malawi.net

- 18.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change, no less than five (5) days prior to the change.

- 18.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely—

- (a) Physical address : MACRA House
Salmin Amour Road
(a) Postal address: Private Bag 261
Blantyre. MALAWI
(b) Telephone number : +265 (0) 1 883 611
(c) Facsimile number : +265 (0) 1 883 890
(d) E-mail address: dg-macra@macra.org.mw

19. Frequencies and Technical Parameters

- 19.1 This Licence shall comply with the technical parameters as set out in Schedule 2 or as agreed with the Authority from time to time.
- 19.2 The Licensee shall comply strictly with the broadcasting technical specifications set out in Schedule 3 or as recommended by the National Communications Policy (NCP), International Telecommunications Union (ITU) and other international agreements entered into by the Republic.
- 19.3 The Licensee is licensed to broadcast a public television broadcasting service using the frequencies specified and listed in Schedule 4 or as and when applied for; and
- 19.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the national spectrum plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

20. Quality of service

- 20.1 The Licensee shall provide television services of good quality to its Customers according to quality of service standards set by the Authority.
- 20.2 The Authority shall monitor and review the Licensee's quality of service standards from time to time.

21. Revocation

- 21.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—
- (a) if the Licensee is in substantial breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
 - (b) if the Licensee has been declared bankrupt or insolvent; or
 - (c) if the Licensee takes steps to deregister itself or is deregistered.
 - (d) If the Licensee fails to roll out within twelve (12) months from the Effective date
- Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

21.2 A Radio Licence may be revoked in accordance with section 42 of the Act.

22. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

23. Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

24. Renewal

- 24.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions
- 24.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence
- 24.3 The Authority shall with valid reasons not renew a License if it is in the public interest to do so.
- 24.4 On renewal, the Authority may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators
- 24.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

25. General

- 25.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.
- 25.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.
- 25.3 This Licence is classified as "Public Television Broadcasting Service Licence" PUBTV.

CHARLES NSALIWA
Director General
Signed for and on behalf of the Authority

SCHEDULE 1
LICENCE FORMAT

Licensee : Malawi Broadcasting Corporation
Station Name : MBC TV

Description of Format

This Licence is issued to the Licensee subject to the maintenance of a mixed format comprising the elements listed below—

- (a) Magazine;
- (b) Discussion;
- (c) Features;
- (d) Musical Variety;
- (e) Phone-in programmes;
- (f) Documentaries;
- (g) Commentary (OB);
- (h) Press Conference;
- (i) Quizzes;
- (j) Drama;
- (k) Narrative;
- (l) Vox-pops;
- (m) Talk/speeches;
- (n) News and News Comments; and
- (o) Reports.
- (p) Testimony

The Licensee shall, within fourteen (14) days from the Effective Date, introduce educational and developmental programmes covering, *inter alia*—

- (i) Science and technology;
- (ii) HIV/Aids;
- (iii) Position of women, children and the disabled;
- (iv) Curriculum-based education;
- (v) Career guidance;
- (vi) Environment;
- (vii) General health and hygiene,
- (viii) any other education areas not expressly included herein;
- (ix) Agriculture; and
- (viii) MGDS and any other areas not expressly included herein.

SCHEDULE 2
TECHNICAL PARAMETERS

Licensee : Malawi Broadcasting Corporation
Station Name : MBC TV

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1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses:
 - 1.1 Blantyre;
 - 1.2 Lilongwe;
 - 1.3 Mzuzu; and
 - 1.4 any other studios to be developed from time to time including outside broadcasting.
 2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
 3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
 4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent persons.
 5. The Licensee's coverage area shall be the whole Republic.
 6. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, request the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive formal application for an amendment to this Licence.
 7. The Authority may at any time conduct such independent tests as it may consider necessary on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
 8. Any deviation from these conditions may lead to immediate suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : Malawi Broadcasting Corporation

Station Name : MBC TV

TO BE FURNISHED WITHIN 3 MONTHS FROM EFFECTIVE DATE

SCHEDULE 4
LICENSED FREQUENCIES

Licensee : Malawi Broadcasting Corporation

Station Name : MBC TV

The licensee is authorized to use the following frequencies in its daily operation or as may be assigned by the Authority from time to time as stipulated under clause 19 of this licence.

SCHEDULE 5
BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : Malawi Broadcasting Corporation

Station Name : MBC TV

1. Interpretation

1.1 Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

2. Definitions

2.1 In this schedule, provision has been made for a separate list of definitions which may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned in the Constitution, the Act and the Electoral Law shall bear such meaning, unless the context indicates otherwise;

2.2 "The Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, no. 41 of 1998;

2.3 "Commission" means the Malawi Electoral Commission established under section 75 of the Constitution;

2.4 "Elections" means any general election, by-election, local government election and referendum.

2.5 "Electoral Laws" means the laws governing the conduct of elections in Malawi, that is, the Constitution, the Electoral Commission Act, the Parliamentary and Presidential Elections Act and the Local Government Elections Act;

2.6 "Election Period" means the period running from the nomination date of candidates to 48 hours before polling date. This definition shall apply mutatis mutandis to "Campaign Period";

2.7 "Party" means a political party or any independent candidate registered in terms of the Political Parties (Registration and Regulation) Act;

2.8 "Party Election Broadcast" means a direct address or message broadcast free of charge on MBC TV under an arrangement with the Electoral Commission in terms of section 63 (2) of the Parliamentary and Presidential Elections Act, and with the Authority, which is intended or calculated to advance the interests of a political party during the official campaign or election period;

2.9 "Political advertisement" means an advertisement broadcast on MBC TV that is intended or calculated to advance the interests of any party for which advertisement MBC TV has received or is to receive, directly or indirectly, any money or other consideration only during the election or campaign period; and

2.10 "Polling day" means any day appointed by either the State President or the Commission or any other lawful authority, as applicable, in terms of section 89 (1) (i) and section 196 (1) (a) of the constitution section 36 (1) (c) and section 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

3. General provisions in respect of political advertisement or a party election broadcasts.

- 3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by MBC TV shall submit that political advertisement or party broadcast to MBC TV, pre-recorded and presented thereto 48 hours before transmission.
- 3.2.1 In a form and manner that complies with MBC TV technical, editorial and programme standards as approved by the Authority;
- 3.2.2 In completed form, ready for broadcast; and
- 3.2.3 Notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.
- 3.2 Every political advertisement or party election broadcast submitted by a party to MBC TV for transmission shall be prepared by or at the instance or request of, that party.
- 3.3 MBC TV shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Communications Act or this schedule.
- 3.4 MBC TV shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
- 3.5 MBC TV, upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such submission furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and again submit it to MBC TV at least 48 hours before the time when it is to be transmitted;
- 3.6 Any party whose party election broadcast has been rejected or refused by MBC TV shall have the right to appeal to the Authority
- 3.7 A party that submits a political advertisement or party election broadcast to MBC TV for transmission shall ensure that the political advertisement or party election broadcast does not:
- 3.7.1 Contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable provisions of this Schedule; and
- 3.7.2 Contain any material that is calculated, or that in the ordinary course of things is likely, to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
- 3.8 Neither party that submits a political advertisement or a party election broadcast to MBC TV for transmission, nor any member or official of any such party, shall have any claim against MBC TV arising from the transmission by it of that political advertisement or party election broadcast.
- 3.9 MBC shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified MBC TV in respect of any claim which a third party may bring against MBC TV arising from the transmission of that political advertisement or party election that broadcast.
- 3.10 At the end of the campaign period, MBC TV is required to provide detailed information about the electoral process up to the close of the poll, provided that such elections results shall be obtained from the Electoral Commission at the earliest opportunity.

4. Specific provisions in respect of Party Election Broadcasts

- 4.1 Party election shall only be transmitted by MBC TV which shall—
- 4.1.1 make available, on every day throughout the election broadcast period time-slots of (2) two minutes each for the transmission of election broadcasts, provided that the Commission and the Authority in collaboration with MBC TV shall be entitled to prescribe by regulation an increased number of daily time-slots for the transmission of election broadcasts;
- 4.1.2 do so in accordance with the sequence and timing prescribed by the Commission and the Authority in terms of this schedule.
- 4.1.3 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts; and
- 4.1.4 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.

- 4.2 Party election broadcast transmitted by MBC TV shall be allocated equitable time duration not exceeding two minutes each.
 - 4.3 MBC TV shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
 - 4.4 No party shall be obliged to use the air time allocated to it in terms of the transmission of party election broadcasts provided that:
 - 4.4.1 Any air-time allocated to it but not used by a party shall be forfeited; and
 - 4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by MBC TV for the purpose of transmitting conventional programming or material.
- 5. Live Broadcasts.**
- 5.1 MBC TV may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State.
 - 5.2 Broadcasts of this nature referred to under sub-clause 5.1 require no balancing by the media, provided that where such broadcasts carry campaigning message, MBC TV shall take steps to balance these messages with appropriate coverage of the campaigns of other presidential candidates and where that is not feasible the provision of section 193 of the Constitution shall apply by extension.
 - 5.3 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.
- 6. Allocation of air-time in respect of party election broadcasts.**
- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by the Commission and the Authority in collaboration with MBC TV to the various parties contesting the Parliamentary and Presidential elections and Local Government Elections, referenda and any other elections.
 - 6.2 Party election broadcasts shall be recorded at professional studios and MBC TV will reserve the right to assess the technical, editorial and programme quality of such recorded material. If such broadcasts fail to meet MBC TV required technical, editorial and programme standards, they shall not be broadcast.
 - 6.3 Complete party election broadcasts ready for transmission must be handed over to MBC TV who must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.
 - 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with MBC TV shall determine the sequence in which party election broadcasts are to be transmitted for the entire election broadcast period. 6.9.2 notify MBC TV in writing of such sequence.
- 7. Equitable treatment of political parties by the broadcasting licensee during election period.**
- 7.1 During the official campaign period, MBC TV shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably.
 - 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party having been afforded an opportunity to respond thereto in such programme or without the view of such political party having been reflected therein, MBC TV shall be obliged to afford such party a reasonable opportunity to respond to the criticism. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
 - 7.3 MBC TV shall transmit news or current affairs programmes in respect of the elections in an impartial and objective manner which treats all parties fairly and equitably.
- 8. Complaints**
- 8.1 The Broadcasting Monitoring and Complaints Committee is hereby established with the responsibility to receive and investigate complaints about the Licensee from the public and any interested stakeholders during elections.
 - 8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Electoral Commission and the Chairperson of the Malawi Law Society.
 - 8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedure.

SCHEDULE 6

DEFINITIONS

In these terms and conditions, any word, words or phrases to which a meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise. Subject to the foregoing—

- (a) any word or phrase importing any one gender shall include all other genders;
- (b) any word or phrase importing the singular shall include the plural;
- (c) words and phrases shall have the meanings assigned herein-
 - (i) "the Act" means the Communications Act, 1998;
 - (ii) "the Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Act;
 - (iii) "Code of conduct" means the code of conduct contained in the Third Schedule to the Act;
 - (iv) "Conditions" means these terms and conditions, as read with Schedules 2, 3, 4 and 5 to the Licence;
 - (v) "Constitution" means the Constitution of the Republic of Malawi;
 - (vi) "Current affairs" means contemporary issues and events of national importance;
 - (vii) "Drama" means story-telling by means of play-acting using human characters and other props, through the medium of audio (sound), conveyed by means of sound broadcasting signals and equipment;
 - (viii) "Effective Date" means the date on which the Licence shall come into effect;
 - (ix) "First Licence Year" means the period of twelve (12) months commencing on the Effective Date and ending on the last calendar day of such twelve (12) months period;
 - (x) "Licence" means the Licence issued to the Licensee to own, operate and provide a public sound broadcasting service, and of which these conditions constitute the terms and conditions;
 - (xi) "Licensee" means Malawi Broadcasting Corporation, established under section 86 of the Act;
 - (xii) "Licence year" means every twelve months period commencing initially on the Effective Date, and thereafter on each and every anniversary of the Effective Date;
 - (xiii) "News" means reports on events and occurrences of the day, covering international, regional, country and local matters;
 - (xiv) "Ordinary broadcasting hour" means any hour falling between the following time segments:
 - 15h00 to 17h00
 - and between 22h00 to 5 am of the next day;
 - (xv) "On-air" means a continuity broadcast in a studio and or live from an outside broadcast facility;
 - (xvi) "Peak Hour" means any hour falling between the following time segments—
 - 05h00 and 09h00
 - 12h00 to 15h00
 - and between 17h00 to 22h00 of any day;
 - (xvii) "Pre-recorded station identification jingle" means an electronically recorded jingle in which is identified the station or Licensee on-air;
 - (xviii) "Public television broadcasting service" means a public broadcasting service that is delivered by means of television;
 - (xix) "Republic" means the Republic of Malawi as constituted under Chapter 1 of the Constitution.

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Broadcasting Licence for MBC TV Station

DEFINITIONS

... shall mean the Commission established under section 2 of the Act.

(b) "Council of Ministers" means the Council of Ministers of the Government of Malaysia.

(c) "Director" means the Director of the Department of Education, Malaysia.

(d) "Education" means the process of imparting knowledge, skills and values to the young generation.

(e) "Minister" means a Minister of the Government of Malaysia.

(f) "Ministry" means a Ministry of the Government of Malaysia.

(g) "National Education" means the process of instilling national pride and loyalty in the young generation.

(h) "Public Broadcasting" means the process of disseminating information and entertainment to the general public.

(i) "Radio" means a device for transmitting and receiving sound waves.

(j) "Television" means a device for transmitting and receiving visual images.