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GENERAL NOTICE NO. 78



MALAWI COMMUNICATIONS REGULATORY AUTHORITY

Publication of warning to Ufulu Radio for breaching section 52 (2) of the third schedule to the Communications Act and clause 10.1.3 of their licence by broadcasting false information about Kalibu Academy

(Pursuant to section 54 (5) (c) of the Communications Act)

1. The Malawi Communications Regulatory Authority hereby imposes a warning to Ufulu for breaching Section 52 (2) of the Third Schedule to the Communications Act and Clause 10.1.3 of their Licence by broadcasting false information about Kalibu Academy.

2. On 13th January, 2015 Ufulu Radio broadcast a program where they alleged that Kalibu Academy was affected by floods and that the students were in danger and in need of urgent rescue from their parents. The broadcast was made in contravention of the Third Schedule to the Communications Act containing the Code of Conduct for Broadcasting Services.

3. Clause 3 of the Code of Conduct for Broadcasting Services requires broadcasters to report news truthfully, accurately and objectively without intentional or negligent departure from the facts. The clause further requires that where a report is founded on opinion, supposition or allegation, broadcaster must clearly indicate that such is the case.

4. Ufulu Radio failed to comply with clause 3 of the Code of Conduct for Broadcasters in that it failed to verify the accuracy of the information it was broadcasting.

5. Clause 5 of the Code of Conduct for Broadcasting Services requires broadcasters to make reasonable effort to present different points of views in the same programme or in a subsequent programme within a reasonable period of time and substantially the same time slot when discussing controversial issues of public importance.

6. Ufulu Radio was called to a meeting by the Malawi Communications Regulatory Authority where it admitted contravening the provision of the Code of Conduct for Broadcasting Services.

In accordance with Section 54 (4) of the Communications Act, the Authority publishes the warning imposed and the reason for its imposition.

Dated this 14th day of August, 2015

GODFREY ITAYE
Director General

GENERAL NOTICE NO. 79

Reference: B-PRV-TV-64



Licence No. 00064

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

**MALAWI COMMUNICATIONS REGULATORY AUTHORITY
PRIVATE TELEVISION BROADCASTING LICENCE**

This is to certify that

MTV LIMITED

of: P.O. Box 1790
Blantyre

is licensed to provide a PRIVATE TELEVISION BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 31st July 2015 and ending on 30th July 2022, 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 annually.
- (b) Radio Licence (frequency) assignment fee of Malawian Kwacha equivalent of US\$1,780.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$890.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link for the first licence year and the Malawi Kwacha equivalent of US\$178.00 per link for the second licence year and thereafter.
- (d) All broadcasting frequency licence fees shall be payable within (3) months from the anniversary of the Effective date (The date when the licence is published in the Malawi Government Gazette) failure of which the debt shall attract interest at 5% per annum until full liquidation thereof. If the said fees remain out-standing on the 6th and 9th month the licensee shall be deemed to have been warned and given notice to pay within 3 months thereof respectively. If any sum shall remain unpaid the licence shall stand automatically revoked on the 12th month from the anniversary of the effective date.
- (e) The Authority reserves the right to review this Licence and all fees chargeable herein as it deems fit.

GODFREY ITAYE
Director General

LISA MAKAWA
Chairperson

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 MTV

TERMS AND CONDITIONS OF THE LICENCE

1. 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, No. 41 of 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, 5 and 6 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 (video), conveyed by means of audio-video broadcasting signals and equipment.
 - (viii) “Effective Date” means the date of which the Licence shall be published in the Gazette and come into effect pursuant to Section 51 (1) (d) of the Act;
 - (ix) “First Licence Year” means a 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 community of interest television broadcasting service, and of which these conditions constitute the terms and conditions;
 - (xi) “Licensee” means MTV duly registered under the laws of the Republic;
 - (xii) “Licence year” means every twelve (12) 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 09h00 and 15h00 on any one day, and between 22h00 of the same day and 06h00 the next day;
 - (xv) “On-air” means a continuity broadcast in a studio and live from an outside broadcast facility;
 - (xvi) “Peak Hour” means any hour falling between 06h00 and 09h00, and between 15h00 and 22h00 on any day;
 - (xvii) “Pre-recorded station identification jingle” means an electronically recorded jingle in which the station or Licensee is identified on air;
 - (xviii) “Private Television broadcasting service” means a broadcasting service operated on a non-profit basis targeted at a community of common interest;
 - (xix) “Republic” means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
 - (xx) “MTV” means MTV

2. Licence Principles

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

- 2.1 The protection of the best interests of the viewers, consumers and other users of private television broadcasting service;
- 2.2 Promotion of open access to information national means of the private television broadcasting service;
- 2.3 Promotion of efficiency within the private television broadcasting service of the Licensee;
- 2.4 Encouraging the introduction of new and innovative programmes to enhance the needs, aspirations and best interests of the people of Malawi;
- 2.5 Fostering the development of a private television broadcasting service in accordance with recognised national and international standards.
- 2.6 Informing and educating the masses on religious, development, political, social and economic issues; and
- 2.7 Entertaining the public in accordance with the national and cultural values

3. Name of Station

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

“MTV”

3.1 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.

3.2 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.

4. On-Air Station Identification

The Licensee shall ensure that its television 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. 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.

5. Protection of Constitutional Rights And Freedoms

5.1 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—

5.1.1 privacy;

5.1.2 economic activity

5.1.3 economic, social, cultural and political development;

5.1.4 freedom of association;

5.1.5 freedom of conscience and opinion;

5.1.6 freedom of expression;

5.1.7 access to information;

5.1.8 administrative justice; and

5.1.9 equality and equity.

6. National Coverage and Universal Service Strategy

6.1 The Licensee shall provide a private television broadcasting service throughout the Republic. To this end the Licensee shall, within eighteen (18) months 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 private Television broadcasting service as at the Effective Date;

(b) A full list of current transmission infrastructure applied to the Licensee's private 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.

7. Broadcasting Hours

7.1 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 eighttee (18) hours per day;

7.2 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.

7.3 Notwithstanding the provisions of sub-clauses 7.1 and 7.2, 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.

8. Ownership and Control

- 8.1 This Licence shall be owned, controlled and operated by the MTV Limited, an entity that is duly registered as such in terms of the applicable law of the Republic.
- 8.2 This Licence is not transferable.
- 8.3 The broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee. The Licensee may engage the services of outside consultants, provided there is a written agreement with clear terms of reference, a copy of which shall be submitted to the Authority.
- 8.4 The Licensee shall not change its shareholding structure or transfer any of its shares without the prior written approval of the Authority.
- 8.5 The Licensee shall ensure that its financial or voting interests held by one or more foreign persons does not exceed forty percent (40%) and that its ownership does not at any stage include an association, party, movement, organisation, body or alliance that is political in nature.
- 8.6 The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

9. Finances

- 9.1 The Licensee may be financed through any of the following or a combination of any of the following—
- 9.1.1 Station and/or programme sponsorship;
 - 9.1.2 Advertisements;
 - 9.1.3 Donations;
 - 9.1.4 Contributions;
 - 9.1.5 Membership fees; and
 - 9.1.6 Any other lawful source of income whether foreign or domestic subject to clause 8.5 hereinbefore.

10. Programming and Content**10.1 News and Current Affairs**

- 10.1.1 The Licensee shall within eighteen (18) months from the roll out period from the Effective Date provide news bulletins of not less than sixty (60) minutes per day. Provided that no less than half of the news broadcasts shall be broadcast during Peak Hours. Provided further that the Licensee may broadcast news on a more frequent basis.
- 10.1.2 The Licensee shall endeavour, within eighteen (18) months from the roll out period from the Effective Date, to commence with the provision of current affairs programming of not less than three (3) minutes every third hour. Provided that the Licensee may broadcast current affairs programming on a more frequent basis.
- 10.1.3 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 to the Act, encourage free and informed opinion on matters of public interest.
- 10.1.4 The Licensee shall ensure that news personnel exercise and demonstrate independent editorial control over the content of news and current affairs programming.

11. Culture

- 11.1 The Licensee shall ensure that its programmes reflect the wide cultural diversity of Malawi.
- 11.2 The Licensee shall ensure that its programming does not denigrate or undermine other people's religious beliefs and cultural values.

12. Format

- 12.1 The Licensee shall not change the format of its community of interest 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.

13. Educational Programmes

13.1 The Licensee shall, within eighteen (18) months of the roll out period from the Effective Date, introduce educational programmes covering, *inter alia*—

- (a) HIV-Aids
- (b) Position of women, children and the disabled
- (c) Career guidance
- (d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

14. Syndicates and Re-Broadcasts

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

15. Live Broadcasts

15.1 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.

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

15.3 The Authority shall restrict the Licensee from live broadcasts if the Licensee broadcasts hate speech whether live or recorded.

16. Entertainment

The Licensee shall provide entertainment programmes that meet the needs of its target audiences.

17. Public Announcements and Service

17.1 Notwithstanding the Government standing procedures, the Licensee may, when requested by the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information or immediate or impending and grave danger or disaster. Such request should be confirmed in writing within twenty four (24) hours in writing;

17.2 The Licensee may, when requested by the Authority, without charge broadcast the information in sub-clause 17.1 above and such other information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning any Licensee.

18. Records of Broadcast Programmes

18.1 The Licensee shall keep a record of all broadcast programmes, in a form determined by the Authority from time to time and notified to the Licensee, and in an unedited version.

18.2 The records contemplated in sub-clause 18.1 shall be kept and maintained for a period of not less than forty-five (45) days.

18.3 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.

19. Editorial and Programme Policy

The Licensee shall devise an Editorial Policy in line with this Licence, the Communications Act and the Laws of Malawi and shall be required to submit it to the Authority within eighteen (18) months of the roll out period from the Effective Date.

20. Democracy

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

21. Quality of Service

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

22. Advertising

- 22.1 This Licence authorises and permits the Licensee to broadcast advertisements.
- 22.2 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 therefrom.
- 22.3 The return contemplated in sub-clause 22.2 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 authorisation of the Board".

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

23. Election Coverage

- 22.1 During any proclaimed election period, the Licensee shall not be obligated to cover political parties, election candidates or political party electoral issues;
- 22.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and electoral issues are treated equitably.
- 22.3 In the event that the Licensee opts to proceed as envisaged in clause 23.2 above, it shall ensure that it abides by Schedule 5 hereto.

24. Public Complaints

- 24.1 The Licensee shall, within eighteen (18) months of the roll out period from the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain approval thereof from the Authority.
- 24.2 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.
- 24.3 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 23.1 hereof.
- 24.4 The Licensee shall, at least once a day during Peak Hours, 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.
- 24.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures.
- 24.6 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 they were addressed by the Licensee.

25. Contracts

- 25.1 Subject to Section 14 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 or the re-broadcast of foreign-sourced programme material. Provided that any such contracts shall be subject to prior consultation with the Authority and may not be implemented without notifying the Authority.

25.2 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.

26. Licence Fees

26.1 The Authority shall issue this Licence subject to the payment of 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, and subsequently on or before each and every anniversary of the Effective.

26.2 In addition to broadcasting fees, the Licensee is also obliged to pay—

- (a) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$1780.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$890.00 the second year and thereafter;
- (b) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (c) The Authority reserves the right to review any amount of fees chargeable under this Licence.

26.3 Failure to comply with this provision shall amount to a breach of this Licence and the Authority may impose any penalty deemed fit.

26.4 During the third Licence year, the Authority shall review the impact of the said Licence Fee and escalations on the financial and operating performance of the Licensee, and shall determine an appropriate annual Licence fee or formula for calculation of the annual Licence fees in respect of the remainder of the Licensee's Licence validity period.

26.5 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 the Authority may determine from time to time.

26.6 Any Licence amendment proceedings instituted by the Authority *mero motu* shall not attract any Licence amendment fees.

26.7 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.

26.8 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licence shall be deemed to have been warned to pay up all outstanding 10 s

26.9 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given 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.

26.10 Notwithstanding the foregoing 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 licence

27. 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

28. 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) to the Act.

29. Authorization and Approvals-Addresses

29.1 Any authorisation 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 : Nedbank Building in Limbe opposite MSB, Blantyre
- (b) Postal address : P.O. Box 1790, Blantyre
- (c) Telephone number : 01 840 757
- (d) Facsimile number : 01 840 757
- (e) Cell number : +265 (0) 888 650 557/0997 370 507
- (f) E-mail address : mtv@mtvmw.com

29.2 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 such change.

29.3 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

30. Frequencies and Technical Parameters

30.1 This Licence is issued subject to strict compliance with technical parameters as set out in Schedule 2 hereto or as agreed with the Authority from time to time.

30.2 The Licensee shall strictly comply with the broadcasting technical specifications set out in Schedule 3 hereto or as recommended by the National Communications Policy (NCP), the International Telecommunications Union (ITU) Radio Regulations and other international agreements entered into by the Republic.

30.3 The Licensee is licensed to broadcast a Private National Television broadcasting service using the frequencies specified and listed in Schedule 4 hereto or as and when applied for.

30.4 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.

31. Revocation

31.1 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 eighteen (18) 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.

31.2 The Television licence shall be revoked in accordance with Section 42 of the Act.

31.3 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

32. 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.

33. Application 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.

34. General

- 34.1 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.
- 34.2 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.
- 34.3 This Licence is classified as "Private (National) Television Broadcasting Service Licence".

35. Renewal

- 35.1 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
- 35.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence
- 35.3 In the event where the Licence is not renewed the Authority shall give reasons for the non-renewal.
- 35.4 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
- 35.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

36. Roll-Out Obligation

- 36.1 The Licensee shall roll out its broadcasting services in Malawi within eighteen (18) months from the Effective date.
- 36.2 The Authority may revoke the Licence if the Licensee is in breach of clause 36.1 above.

GODFREY ITAYE
Director General
Signed for and on behalf of the Authority

SCHEDULE 1

LICENCE FORMAT

Licensee : MTV LIMITED
Station Name : MTV

DESCRIPTION OF FORMAT

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

1. Educational programmes
2. Entertainment programmes
3. News update
4. Sports news
5. Spiritual programmes
6. Health issues
7. Environmental programmes
8. Documentaries
9. Drama
10. Socio-Economic Programmes

The Licensee shall, within eighteen (18) months from the Effective Date, introduce educational programmes covering, *inter alia*—

- (a) HIV-Aids
- (b) Position of women, children and the disabled
- (c) Career guidance
- (d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : MTV LIMITED

Station Name : MTV

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 personnel.
5. The Licensee may at any time after an initial unbroken period of eighteen (18) months from the Effective Date, apply to the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive application for an amendment to the Licence.
6. 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.
7. Any deviation from these conditions may lead to suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : MTV

Station Name : MTV

TO BE FURNISHED LATER

SCHEDULE 4

LICENSED FREQUENCIES

Licensee : MTV

Station Name : MTV

Operating Frequency—

TO BE FURNISHED LATER

SCHEDULE 5

BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : MTV LIMITED

Station Name : MTV

1. **Message from Malawi Electoral Commission Chairperson**

The role of the media in holding free, fair and credible elections needs no emphasis. Media provide the most effective means for the Malawi Electoral Commission and all electoral stakeholders to reach the electorate with electoral messages.

Bearing in mind this crucial and critical role, there is need to take aboard the media in all our programmes so that they effectively contribute to making the 2014 dream a success.

The Commission is geared to seeing to it that the media are given the necessary platform and ability to report effectively on elections. The Commission will conduct several training workshops for the media so as to equip them with knowledge and skills on elections reporting.

That aside there is also need to collectively guide and monitor the performance of the media hence this code of conduct. This code aims to narrate the basic standards of journalism practice that we should expect from the media. It is against these set standards that the media will be assessed whether they are doing a good job or not. In particular, we expect the media to provide attention to the way female and male candidates are being portrayed as well as rejection of use of any derogatory language to any individual or group of individuals. That is why the review of this code of conduct took a very participatory approach whereby the media were given a chance to input their thoughts and expectations. And the document has incorporated the thoughts and expectations of the media fraternity.

Let me thank the Media Council of Malawi, MISA Malawi, all media houses in the country, the Malawi Editors Forum and all stakeholders for their participation in the review and validation of this document. They demonstrated commitment by making themselves available whenever we called for their input.

It is the anticipation of the Commission that, since the media participated in the development of the first code of conduct in 2008 and its review in 2013, they will own the document and see to it that it is respected. The very same degree of respect that media practitioners and concerned stakeholders will render to this document, is the same level that everyone out there we will give to it. If the owners do not respect it, it should not be expected that anyone outside there will mind about this code of conduct. It is the anticipation of the Commission that the review process has given an opportunity not only to address challenges faced with the first code of conduct but also update the code of conduct to reflect the current media environment which has changed since 2008 and the practice in the SADC region. Of particular mention is the inclusion of the use of social media which was not very much influential in 2009.

I, therefore, urge everyone concerned to make sure that they master this document and apply it to the letter. The Commission will always be available for the media whenever need arises.

JUSTICE MAXON MBENDERA, SC

2. Preamble

We, the representatives of all media houses in Malawi, media regulatory bodies and the Malawi Electoral Commission gathered in Lilongwe at Crossroads Hotel on 5th June, 2013

Recognizing the importance of democratic elections at all levels;

Noting the important role of free media in promoting democracy, including the conduct of free and fair elections;

With due emphasis on the fundamental principles of editorial independence and importance of the media during election periods;

Firmly guided by legal instruments, and self regulatory guidelines and code of ethics in force in Malawi and internationally for the desire to ensure the success of democratic processes and in particular—

- The Constitution of the Republic of Malawi
- The Communications Act (1998)
- Gender Equality Act 2013
- The Communications Sector Policy statement (1998)
- The Malawi Media Code of Ethics Complaints and Disciplinary Procedures (Media Council of Malawi 2009)
- Guidelines on media coverage of elections in the SADC region (2012)
- The African Charter on Human and Peoples' Rights (1981),
- The Windhoek Declaration on Promoting an Independent and Pluralistic African Press (1991),
- The African Charter on Broadcasting (2001)
- The Declaration of Principles on Freedom of Expression in Africa, adopted by formal resolution by the African Commission on Human and Peoples' Rights (2002),
- The SADC Principles and Guidelines Governing Democratic Elections (2004)
- The Southern African Broadcasting Association: Guidelines and Principles for Broadcast Coverage of Election in the SADC Region (2005)
- The African Charter on Democracy, Elections and Governance (2007),

Acknowledging that the media play a key role in any democratic state and is one of the pillars upon which democracy rests; Aware of the continuing challenges of limited access to information during the electoral cycle, Mindful of the need for gender-sensitive and equitable reporting and programming of all information during the electoral cycle;

Appreciating the diversity of the electorate, especially the different information needs of the youth, men and women, marginalised communities and differently-abled persons; Firmly believing that the coverage of elections by the media should be fair, accurate and balanced;

Recognising the need to take account of the significant differences which exist between the private, public and community media in the country as well as the differences between print, electronic and the new (social) media;

Taking into consideration that public service broadcasters have the mandate in ensuring fair coverage of elections through equitable distribution of airtime to political parties and candidates;

Determined to assist voters to make informed choices—

Hereby agree on, adopt and resolve to abide by or support the implementation of the following Media guidelines, which media professionals are urged to apply throughout the electoral process— pre-voting, voting and post voting period.

3. Role of the media in elections

The media during the entire electoral process shall provide information that ensures that voters make informed choices. The coverage of political parties, candidates, electoral institutions and the electoral processes is central for the voters' decision-making.

Principal roles of the media in elections are defined as follows—

- (a) The media provide accurate news and information, suggestive features and analyses, fair comments and opinions to the public. Additionally, the media promotes transparency and accountability of the institutions in the electoral process in order to check electoral fraud and serve as a platform for debate and discussion of electoral issues.
- (b) The media seek to provide election coverage that gives the voter comprehensive, accurate and reliable information on all aspects of the electoral process. This information will also help to ensure that the voters know and understand their democratic rights and to exercise them free from fear, intimidation or coercion.

As the Fourth Estate the media are expected to—

- (i) Ensure that journalists are familiar with the national legislative framework governing the electoral process and are fully conversant with all aspects of the electoral process, including those that govern the electoral management body;
- (ii) Be familiar with national, regional and continental principles and benchmarks on election coverage
- (iii) Provide platforms for accessing information that enable informed choice.
- (iv) Provide a respectful and a level playing field for equal political participation by all citizens

The role of the media is to report during the entire electoral process—

I. Pre-voting

- Electoral management institutions
- Civic and voter education
- Electoral system
- Demarcation of constituencies
- Voter registration
- Voters' roll
- Candidate or party registration
- Nomination processes
- Official campaign period
- Gender sensitive pre-voting

II. Voting Period

- Voting days
- Voting procedures,
- Location of polling stations
- Activities at polling stations
- Role of stakeholders at polling stations e.g. election monitors, election observers and their observations and security personnel
- Vote counting and results
- Gender sensitive voting

III. Post Voting Period

- Grievances and complaints
- Swearing in of elected officials
- Gender sensitive post voting

4. Conditions conducive for media effectiveness

The presence of an environment conducive for freedom of expression, freedom of the media and access to information is crucial for media effectiveness. Of critical importance is inter alia that—

- (a) Media houses shall provide adequate resources to their journalists for effective election coverage;
- (b) The media shall enjoy unfettered editorial and programming independence from all vested interests including candidates, parties, media owners and organisations allied to and/or supporting candidates and political parties and that all media are allowed access for the coverage of all election processes including rallies, media conferences, candidates, parties and electoral management institutions and officials;
- (c) Participants and stakeholders shall guarantee transparent polling procedures, fair, open counting of the votes and timely release of results;
- (d) Journalists and media houses shall operate in an environment free of violence, harassment and intimidation and without undue pressure with particular attention to women and vulnerable groups;
- (e) Media sources and interviewees will not be threatened, intimidated or harassed in particular on the basis of their sex and status;
- (f) Perpetrators of attacks against the process and media personnel and property are brought to justice;
- (g) State broadcaster(s) are transformed into true public service broadcasters as outlined in the Communications Act and African Charter on Broadcasting among other instruments;
- (h) Whistleblowers are protected;
- (i) Channels/procedures for complaints for aggrieved media professionals exist Public authorities shall undertake appropriate steps not to obstruct media personnel in their work and ensure the protection of journalists and other media personnel and their premises. Further, public authorities should also guarantee that they will not apply undue pressure and interfere with the media with a view to influencing the conduct and outcome of the elections.

5. Duty of balance and impartiality

- (a) Public and private owned media shall ensure that their election reports, editorial coverage and information sources are balanced and impartial and that no political party or candidate shall be discriminated against on all grounds recognized by the Malawi Constitution as outlined under (b) below. This obligation of balance and impartiality is derived from the fundamental rights of voters and candidates to exercise freedom of expression and information.
- (b) This duty also requires that news, interviews and information programmes comply with Section 20 (i) of the Constitution of the Republic of Malawi which states that: "Discrimination of persons in any form is prohibited and all persons are, under any law, guaranteed equal and effective protection against discrimination on grounds of race, colour, sex, language, religion, political or other opinion, nationality, ethnic or social origin, disability, property, birth or other status."
- (c) In any constituency or ward, one candidate alone should not be projected. Even in constituencies/wards with several candidates, every effort should be made to cover candidates in a fair and just manner.
- (d) The editorial responsibility for the maintenance of balance and equitable coverage by public broadcasters rests with their respective Directors of News and Current Affairs and the Directors of Programmes. In this respect, they are responsible to the Electoral Commission, which is enjoined by the Parliamentary and Presidential Act (Section 63)
 - (i) to "... monitor such news broadcasts and ensure equal news coverage of the campaigning by all political parties". They are also responsible to MACRA, as all broadcasters, under the terms of their licences and the Communications Act Code of Conduct.

- (e) Media should at the same time look into supporting positive discrimination in favor of women and vulnerable groups such as disabled and others should also be taken into account to support the strategic objectives of having more women and representatives of different vulnerable group in decision making positions

6. Voter education and information

- (a) All media shall, as stipulated in the Electoral Commission Act, throughout the election campaign and up to the close of the poll, provide civic and voter education and information on the electoral process to ensure a maximum poll by a well-informed electorate facilitating focus around women, youth (young women and men) and vulnerable groups such as the disabled and elderly.
- (b) The obligation in (a) above requires the media to take positive steps to inform the audience about their electoral rights and to make a vigorous contribution to the process of voter education.
- (c) Editors should be aware that at this crucial time, the public needs as much information as possible in order to make an informed choice at the ballot box. This requires a shift away from personality-oriented news, programmes and articles towards issue-oriented news, programmes and articles that reflect the diverse needs of the electorate and candidates.
- (d) From the end of the campaign period, broadcasters are required to provide detailed news of the electoral process up to the close of the poll and comprehensive coverage of the election results at the earliest opportunity. Media managers and editors must ensure the accuracy of information given to the electorate especially results, specifying that any results given are not official until announced by the Malawi Electoral Commission.

7. Time vouchers (the allocation of free air time)

- (a) Public media shall expressly provide producers to oversee production of broadcasting materials.
- (b) Public media should provide their technical standards to the Malawi Electoral Commission.
- (c) Public media shall provide specific time slots for political parties to air their messages. Such programmes shall not exceed the agreed maximum duration.
- (d) The broadcasting station shall not edit these Party Election Broadcasts without consultation with the party concerned. The Malawi Electoral Commission will resolve any dispute.
- (e) Such programmes must nevertheless avoid incitement to public disorder, violence or war and must also comply with the code of conduct for broadcasting services (Communications Act No. 41 of 1998) (Third Schedule).
- (f) The principle of avoiding incitement applies equally to all media coverage including the Print media.
- (g) Complete programmes ready for transmission must be handed over to the broadcasting station on completion.
- (h) Each station must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.
- (i) Any programme produced in private studios must be handed to Public electronic media at an agreed time so that the Malawi Electoral Commission may, if it is deemed necessary, listen to/view it, prior to the broadcast, with the party's representative to confirm that it does not violate any electoral law.
- (j) Political parties shall not broadcast in the 48-hour period between the end of the official campaign and the close of the poll.

8. Professional practices

A. Basic Standards

Journalists are required to operate in a way that upholds their highest professional ethical standards in the exercise of their constitutional right of free expression, and in recognition of the public interest and the media's responsibility to the society which they serve. To that effect, the media will at all times endeavour to—

- (a) Provide a truthful, comprehensive, accurate, balanced and fair account of events in a meaningful context;
- (b) Facilitate the exchange of public comment, opinion, discussion and criticism in a fundamentally fair, balanced and reasonable manner to promote objectivity and principles of tolerance and respect for human decency;

- (c) Offer an accurate and valid picture of the constituent groups, organizations and parties contesting the elections and of the society in general;
- (d) Present clearly the goals and values of the constituent groups, organizations and parties contesting the elections and of the society in general;
- (e) Avoid wearing any political party paraphernalia when reporting on the election campaign;
- (f) Act with integrity and should neither ask for, nor accept bribes of any kind, be they financial or other, or give special favours to any politicians or party;
- (g) Avoid taking any individual inducement from a political party candidate or politician that could compromise the integrity of their work;
- (h) Avoid offering any promises to a politician or candidate with regard to the content of any political report;
- (i) Avoid portraying candidates or political advocates in degrading and indecent manner using sexual or related references .

B. Fairness, truth and balance

The media, in accepting the principle of “fair and balanced” reporting in pursuit of the truth, recognize that—

- (a) For the sake of fairness, no story should omit facts of major importance or significance;
- (b) A fair story shall not include essentially irrelevant information, rumour or unsubstantiated statements at the expense of significant facts or consciously or unconsciously mislead or even deceive the reader, listener or viewer by the use of misplaced hate speeches or misleading headlines;
- (c) Balance exists in a series of political interviews if a party is not favoured in the degree of probing questioning. Giving an “easy ride” selectively is unfair.
- (d) The principle of “accuracy and balance” in reporting, particularly during periods of campaigning for elections, will reflect two main characteristics, accuracy and balance that seek to distinguish good journalism from bad;
- (e) Accuracy requires the verification and presentation of all facts that are pertinent and necessary to understand a particular event or issue, even if some of the facts conflict with the journalist’s, or a broadcaster’s particular beliefs and feelings;
- (f) Good journalism involves positive news gathering, not just waiting for it to arrive in the “In” tray. To that end, the media accepts the need to make a determined effort to draw in information about the activities of all parties in order to provide the readers, listeners and viewers with the full range of voting options open to them;
- (g) Balance, or impartiality, requires the presentation of all the relevant points of view or interpretations of an event or an issue to enable voters to make an informed choice;
- (h) Individual owners, full-time staff members, part-time employees or other individuals contracted to write, produce or present articles, scripts, programmes, commentaries or other material intended for public dissemination and who (a) are publicly identified as candidates for election; or, (b) hold office in a political party, are likely to be open to charges of bias.

- C. That such individuals as in (i) will, in the performance of their functions, refrain from using their programmes for the purpose of promoting partisan political objectives as well as derogatory portrayal and references of candidates based on sex or other related attributes during the period beginning with the date of signature of this Media Code of Conduct Use of language Media must avoid and preclude the use of language that constitutes hate speech and incites violence or promotes stereotypes based on sex or physical attributes.

D. Diversity and confidentiality of sources

The media have an obligation to reflect the diversity and plurality of voices in society in their coverage including those of excluded groups. Reporting must be gender-balanced and sensitive, treating men and women equally as news sources and subjects.

Confidentiality of sources must be protected by the media (whereby the journalist knows the identity of the source even when not revealing it). Whenever possible the media should refrain from using anonymous sources (whereby the journalist does not know the identity of the source). The principle of multiple sources to verify information and facts applies.

The media should recognise their obligation to the electorate to provide a full and accurate record of events and developments. It is critically important that media proactively seek information from political parties and not wait for information to be delivered to them. Failure to do so will give parties with greater resources inequitable amounts of news coverage.

E. Protection of children

The media shall exercise caution not to publish names of children involved in electoral criminal activities. The media will, however, expose perpetrators who wrongly use juveniles to influence the electoral process.

9. Opinion and Analysis

- (a) Editorial opinion and comment must be clearly identified and distinguished from facts or news to avoid confusion amongst readers, viewers and listeners.
- (b) Analysis should provide insights based on research and diversity of expert opinions which enable voters to get a deeper understanding of processes, issues and candidates.
- (c) Debate and discussion platforms, which include representatives of all shades of political opinion, experts and civil society representatives should be organised. As far as possible, and especially in the electronic media (including presidential or running mates), candidates should be given an opportunity to debate with each other in moderated programmes.
- (d) When conducting debates and panel discussions, media practitioners should ensure that panelists should reflect the diversity of the political continuum.

10. Replies, corrections and retraction

- (a) Any candidate, political party or any electoral stakeholder that makes a claim of having been defamed or otherwise injured by a media house (print or electronic) publication or broadcast should be granted either the opportunity to reply or be entitled to a correction or retraction by the media house that made the allegedly defamatory statement.
- (b) The reply, correction or any form of redress should be made as soon as possible. The reply, correction or retraction should be made in approximately the same time period or space as the allegedly defamatory statement.
- (c) The complainant should address the claim to the editor or station manager in writing within 14 days.

11. Media public accountability

In ensuring their responsibility to the voters and exercising their right to freedom of expression, journalists shall respect the rights, integrity and reputation of others in terms of these guidelines as well as codes of conduct established by the Media Council of Malawi and schedule three of the Communications Act.

12. Political parties' duty to inform the media

The political parties will be required to let the media know well in advance, where and when their events are taking place. While neither political party nor candidates can demand media coverage of particular event, they can expect coverage as long as they notify the media houses well in advance.

13. Reporting election observers and monitors

Journalists are expected to distinguish between:

Election Observation being the information gathering, fact finding and reporting on the credibility, legitimacy and transparency of the electoral process often carried out by external personnel, who are not permitted to intervene in the voting and counting operation; And

Election Monitoring referring to the information gathering, fact finding and reporting on the credibility, legitimacy and transparency of the electoral process carried out by local agencies or personnel, who are able to draw attention to observed deficiencies during the voting and counting operations.

Media houses must scrutinize the work and reports of election observers and election monitors, including their identity i.e. the organisations and institutions they are from, their expertise and experience in election observation or election monitoring. They must report the methodologies used by election observers and election monitors and how they arrive at their conclusions.

14. Converged media

With rapidly evolving ICTs, traditional media is expanding into the new and social media sphere and media outlets have a responsibility to extend the application of journalistic principles to these diverse platforms.

Specifically, the use of social media in election coverage of conventional media should take into account the following—

- (a) Journalistic standards and ethics still apply.
- (b) Journalists using social media platforms in their personal as well as professional capacity should try to separate the two as their audience might not be able to differentiate.
- (c) Caution should be exercised when using material generated by users.

Care should be taken for journalists not to be seduced by the informality of social media and compromise their integrity and professionalism.

15. Complaints procedure and enforcement

- (a) Any candidate or party having a complaint of unfair coverage in the course of the election campaign, should present a written complaint to the station or newspaper/magazine/on-line publication concerned with a request for an appropriate correction, retraction or right to reply. Such complaints should be addressed to the Director of News/ Editor or Director of Programmes at the concerned media house. The complainant should also serve the commission, MACRA, MISA Malawi, and Media Council of Malawi with copies.
- (b) Where a right of reply, a retraction or the correction of a matter is necessary, such a response must be made at the earliest agreed opportune time and position or at a broadcast time of equal prominence.
- (c) In the event of an unresolved dispute over a complaint of unfair media coverage of the elections, the aggrieved party may take the issue further with, Media Council of Malawi, MEC, MACRA and finally the Courts.

16. Campaign rally coverage

- (a) Media coverage of campaign rallies, conferences and meetings of the election contestants should be done in a just and balanced way and as editors consider professionally and logistically possible. This will result in substantial coverage of all contestants with no difference and bias of any kind. Since the election is a national exercise, the media are required to give proper coverage to campaigns in both rural and urban areas focusing on both men and women within the limits of their resources.
- (b) Where an incumbent President is clearly campaigning as a candidate or on behalf of his or her political party during live or recorded broadcasts of state functions, even in the event that the President is fulfilling his or her presidential duties, and begins to campaign for his or her party, opportunity should subsequently be given to other presidential candidates to respond in order to create balance.

17. Opinion and exit polls**(a) Opinion polls**

- (i) Opinion polls are an important element in election coverage because they are one way of determining public attitudes towards issues, candidates and parties. In this regard they can enrich coverage and enable voters to get a fuller picture of an election.
- (ii) The media have the legitimacy to reflect public opinion and interest. In this regard, they may utilize random surveys and opinion polls. However opinion polls need careful handling.
- (iii) The media recognize that inaccurate, unprofessional, sometimes deliberately false opinion polls give a totally distorted view of the truth of public opinion or voting intentions or patterns.
- (iv) Media houses should not present a random survey as a scientific opinion poll.
- (v) In reporting opinion polls, media need to reveal which party, individual or organisation commissioned and paid for the poll, the purposes of the poll, the identity of the polling organisation and its expertise in polling, the nature of the questions or issues the poll focused on, the geographic coverage and demographic profile (including sex disaggregated data) of those who were polled, the methodologies used in polling including details of the sample and the margin of error.

(b) Exit polls

Reporting of exit polls should be clearly identified as such and not as a reflection of how all voters have actually voted and what the outcome of the election will be. The reporting should reveal a sample of the exit poll, the organisation that conducted and financed it, its methodologies and the margin of error. Results of exit polls should not be announced or broadcast until after the last polling stations have closed.

18. Reporting results

Media covering elections are obliged to inform the electorate of the election results in a comprehensive way, as they become available, whether provisional or final, as released by the Malawi Electoral Commission. Journalists should exercise caution when predicting final results based on partial results available.

When reporting on parallel vote tabulation, journalists should be aware that parallel vote tabulation is an estimation of final results of an election based on the collection and aggregation of election results obtained at polling station level. This collection can be complete (all polling stations) or based on a random sample (selected polling stations). While parallel vote tabulation have a solid level of statistical validity, journalists must exercise caution, care and responsibility in reporting parallel vote tabulation to avoid confusing or mixing up official tallies and parallel tabulation. In reporting parallel vote tabulation media need to reveal which individual or organisation commissioned and paid for the parallel vote tabulation, the purposes of the parallel vote tabulation and the methodology used.

19. SMS surveys, phone-ins and talk shows**(a) Radio/Television instant SMS audience surveys**

With the increase in the use of mobile phones, radio and television broadcasters conduct so called "opinion polls" using short text messages systems (SMS) sent by the audience, and giving immediate results of the 'poll' at the end of the programme. Such a practice can be misleading as it contravenes the basic rules of scientific enquiry methodology and results analysis.

Results from "SMS polls" should not be treated as representative scientific results. If a broadcaster uses them nonetheless, they shall make the audience aware of the lack of scientific methodology and indicate the number of respondents. 'SMS polls' can be reported as a reflection of some people's opinions and provide a snapshot of feelings and changes of views during an election. However, media must be alert and make their audiences aware of possible manipulation of SMS surveys by individual politicians and political or other interested parties.

- (b) Guidelines for Phone-ins and talk shows Phone-ins and talk shows provide the viewer or listener with an opportunity to be heard, to participate, and sometimes to create content. Unlike newspaper copy or pre-recorded programmes, live radio and television can pose a challenge though.

Presenters must become their own editors and be acutely aware of the sort of content that should not be aired. This includes hate speech, ethnic baiting, lies and propaganda, crude and vulgar language, incitement to violence, and unverified information.

- (i) Standard journalistic principles must apply during the programme.
- (ii) The presenter should be alert and prepared to challenge a caller who says something that is problematic. Viewers, listeners and callers should be treated with respect, honesty and fairness.
- (iii) Time-delay technology or other mechanisms to filter out offensive content or calls prior to broadcast should be installed.

20. Self monitoring of elections coverage

- (a) The electronic media shall maintain full records of all news bulletins and recordings of all other programmes related to the election, including party political broadcasts. They must institute a close and meticulous monitoring system to ensure balance throughout the campaign, up to the close of the poll and determination of results.
- (b) All broadcasting stations shall provide the Malawi Electoral Commission when required with all such records, information and recordings in order to fulfill its monitoring role. Newspapers shall be required to allow the Commission to inspect back copies in the event of a complaint and for monitoring purposes.

21. Result of non-compliance

All the media shall comply with and abide by this Code of Conduct, failure of which shall lead to the lodging of a complaint to Media Council of Malawi, MISA Malawi and MACRA for appropriate action.

22. Reporting and Transparency

MACRA shall publish weekly assessment reports of all electronic media



MALAWI COMMUNICATIONS REGULATORY AUTHORITY

A PROVISIONAL LICENCE

to install, maintain and operate

A PRIVATE TELECOMMUNICATIONS NETWORK

issued to

VALE LOGISTICS LIMITED

The Malawi Communications Regulatory Authority hereby issues this Provisional Licence upon and subject to the terms and conditions set forth herein below, and in accordance with section 17 of the Malawi Communications Act, Cap 68:01 of the Laws of Malawi.

Notice issued at Blantyre, this 14th day of August, 2015.

GODFREY ITAYE
Director General

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

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TERMS AND CONDITIONS

1. Interpretations

- 1.1 This document constitutes the Licence in its entirety.
- 1.2 Any reference to this Licence shall include its Schedules.
- 1.3 In this Licence, unless otherwise stated, words and terms used shall have the same meaning as defined in the Act and related Regulations.
- 1.4 Technical terminology used in this Licence shall have the same meaning as that ascribed to the terminology by the International Telecommunication Union (ITU).
- 1.5 The use of headings and divisions into clauses is for convenience of reference only and shall not affect the construction or interpretation of the Licence.
- 1.6 Unless the context indicates otherwise, words importing the singular shall include the plural and vice versa, words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa and words denoting the masculine gender shall include the feminine gender and vice versa.
- 1.7 Words and expressions defined in any clause shall, for the purposes of that clause, bear the meaning assigned to such words and expressions in such clause.
- 1.8 A provision conferring rights and obligation shall, notwithstanding that it is only in the interpretation Clause, be given effect as if it were a substantive Clause in the Licence.

2. Definitions

- 2.1 In this Licence unless the context requires otherwise, the terms below shall have the following meanings:

“Act” means the Communications Act, Cap 48:01 of the Laws of Malawi, as currently in force and as the same may hereafter be amended, re-enacted or superseded from time to time.

“Authority” means the Malawi Communications Regulatory Authority, as established under section 3(1) of the Act.

“Domestic Transmission Infrastructure” means telecommunications infrastructure required to operate a telecommunication network and includes fibre optic, wired and wireless transmission facilities.

“Effective Date” means the date on which this licence is published in the Gazette for for the purpose of bringing the Licence into effect or on the date stipulated in the Gazette that the Licence shall come into effect;

“ITU” means the International Telecommunication Union.

“Licence” means the licence issued to the Licensee upon and subject to these terms and conditions.

“Licensee” means Vale Logistics Limited, a company duly registered and incorporated under the company laws of the Republic with company registration no.

“Private Telecommunications Network” means a telecommunications network built maintained and operated by the Licensee for the exclusive use of the Licensee through which no public telecommunication services may be provided.

“Regulations” means any and all regulations, rules, procedures, guidelines, directives, orders, decisions, rulings, determinations and other administrative acts of the Authority, as the same may be in force from time to time.

“Republic” means the Republic of Malawi.

3. Commencement And Period Of Licence

3.1 Period of Provisional License

- (a) The Licence is issued provisionally before the introduction by the Authority of the Converged Licensing Framework.
- (b) The commencement date of the Provisional License shall be from the effective date as published in the Gazette.
- (c) The Provisional License shall be valid—
 - (i) for a period of one (1) year from the effective date; or
 - (ii) until the coming into force of the Communications (Licensing) Regulations introducing the Converged Licensing Framework; whichever happens earlier.

4. Scope of Licence

4.1 The Licensee is authorised under this licence to—

- (a) set up, own and operate a private telecommunication network for non commercial purposes;
- (b) install, commission and operate any domestic transmission capacity and switching infrastructure for its private telecommunication network.
- (c) to deploy voice and data traffic through its network

4.2 The Licensee shall set up and operate its Private Telecommunications Network in the areas set out in Schedule 1.

4.3 The licensee shall not connect its network to any other licensed telecommunications network without the prior written approval of the Authority.

5. Resale of Excess Capacity

5.1 The Licensee shall not lease or resale any excess capacity on its telecommunications network without the prior written authorisation of the Authority.

6. Licence Fees

6.1 The licence fees payable by the Licensee to the Authority shall be as follows:

- (a) A Provisional licence fee of USD 50,000, which shall be due and payable in advance on or before the Effective Date.
- (b) If the Licensee has been assigned any radio frequencies, the Licensee shall pay annual radio licence fees in the amounts and at the times prescribed by the Authority in the table of radio frequency licence fees established and published by the Authority from time to time.

6.2 The Licensee shall pay and settle all licence fees under clause 6.1 no later than the dates specified the clause. Any late payments shall bear simple interest from the date due until payment at an annual rate equal to the prevailing bank commercial lending rate plus five (5) percentage points.

6.4 Nothing herein shall limit the right of the Authority to engage all legally acceptable means, including, without limitation, institution of legal proceedings, to collect any unpaid and past due Licence fees from the Licensee.

7 Provision of Information

- 7.1 The Licensee shall establish and maintain adequate records to permit the effective supervision and enforcement by the Authority of the Licensee's obligations under this Licence.
- 7.2 The Licensee shall furnish the Authority records, raw technical data or any other information that may be reasonably required by the Authority for the purpose of monitoring and enforcing compliance by the Licensee with its obligations under this Licence.
- 7.3 The Licensee shall submit information requested by the Authority under this clause within reasonable time and in a manner and format as specified by the Authority.
- 7.5 The Licensee shall bear the cost of any expenses it incurs in ensuring compliance with record keeping and provision of information.

8. Inspection

- 8.1 The Licensee shall permit or ensure that permission is granted to an authorized officer of the Authority upon production of proof of identity, to enter or access any property, building or premises where the Licensee's Network is installed or is being installed, to enable such officer to inspect, examine or test any equipment comprised in the network.
- 8.2 The Authority may inspect files, records, and any other data if necessary make copies of the documents inspected for the purpose of enabling the Authority to monitor and enforce compliance with this Licence.

9. Compliance

- 9.1 The licensee shall comply with any order or directions made by the Authority in pursuant with any powers granted to it under the Act, Regulations and this Licence.

10. Ownership, transfer of Licence or change of Control

- 10.1 The Licensee shall be registered and incorporated in Malawi.
- 10.2 The Licensee shall not transfer any shares or ownership in the Licensee without prior approval of the Authority.
- 10.3 The Licensee shall not transfer, assign, or pledge this Licence without the prior written consent of the Authority.
- 10.4 Any transaction, agreement or undertaking entered into by the Licensee with any other party that could have the effect of transferring or assigning or changing the control of the Licensee, including, without limitation, any option to purchase or any pledge of assets or shares to a lender or other creditor, shall require prior written approval by the Authority.

11. Spectrum Obligations

- 11.1 The Licensee shall not use any frequency without prior assignment by the Authority.
- 11.2 The Licensee shall apply for radio licences for individual transceiver stations within its network in the manner and form as specified by the Authority and the Authority shall respond within 14 days from the application date.
- 11.3 The Licensee shall only use assigned frequencies after the grant of a valid radio Licence covering those frequencies and in accordance with the terms of the radio Licence.
- 11.4 The Licensee shall pay for radio frequencies in accordance with Schedule 2 of this Licence.

- 11.5 The Authority may re-allocate or re-farm frequencies assigned to the Licensee as required to meet the growth in demand for the Service in accordance with the National Frequency Allocation Plan and any applicable Regulations.
- 11.6 The Authority will make the re-arrangement stipulated under clause 15.5 for any of the following reasons:
- (a) to create a level playing field for all operators;
 - (b) to achieve objectives of the Authority under the Act and any other relevant Regulations made thereunder; or
 - (c) to comply with international best practices.
- 11.7 The Authority shall at any time inspect and analyze the spectrum efficiency of any assigned frequencies to ensure proper utilization of the frequencies.
- 11.8 The Licensee shall ensure that transmission is restricted as per ITU Radio Regulations and any applicable Regulations to avoid harmful interference within its assigned frequency band.
- 11.9 The Authority shall revoke a radio licence assigned to the licensee for any of the following reasons:
- (a) frequency hoarding;
 - (b) failure to pay frequency fees;
 - (c) use of frequencies contrary to terms and conditions of a radio licence;
 - (d) use of unassigned frequencies; or
 - (e) any other ground specified by the Authority.

12. Health and Environmental Concerns

- 12.1 The Licensee shall ensure the use of energy efficient, environmental friendly network equipment and also ensure proper safety and health hazard issues in the installation and location of its network equipment including transceivers and other locations of installations.
- 12.2 The Licensee shall ensure that deployment of its network equipment including transceivers conform to any applicable EMF Radiation Guidelines issued by the Authority from time to time as well as other relevant guidelines or rules by recognized international bodies.

13. Confidentiality

- 13.1 The Licensee shall not disclose the content of any signal or communication transmitted or intended to be transmitted over its telecommunication network, unless required to do so by a court order or under any law of the Republic.

14. Amendment

- 14.1 The Authority may modify or amend any term or condition of this license if it is in the public interest to do so or if it is necessary to take into account developments in the industry or for any other reason deemed necessary by the Authority.
- 14.2 Before amending any provision of this Licence, the Authority shall—
- (a) give the Licensee not less than seven (7) days' notice and publish a notice in the Gazette stating the amendment that it proposes to make and the reasons for it, and shall give any Licensee or any person with an interest an opportunity to make representations concerning the proposed amendment; and
 - (b) give due consideration to any representations made by the Licensee or any person.

- 14.3 The Licensee may submit a response to the proposed amendment within thirty (30) days of the notice.
- 14.4 If the Licensee does not respond within the thirty (30) day period under clause 14.3 the amendment shall take effect on the thirtieth (30th) day after the date of notice.
- 14.5 If the Authority receives a response from the Licensee, it shall consider the response and notify the Licensee within thirty (30) days of the reply of its decision to either;
- (a) rescind the amendment;
 - (b) modify the amendment; or
 - (c) proceed with the proposed amendment in which case the amendment shall take effect on the fifteenth (15th) day after the date of the Authority's second notice.
- 14.6 The Licensee shall comply with all new terms and conditions issued by the Authority.

15. Revocation of Licence

15.1 The Authority may revoke the Licence on any of the following grounds—

- (a) if the Licensee is in substantial or continuing breach of any of the terms and conditions of this licence including—
 - (i) failure to comply with lawful orders issued by the Authority pursuant to powers under this Licence;
 - (ii) failure to pay outstanding Licence fees for over a period of twelve (12) months from the Effective Date or anniversary of the Effective Date; or
 - (iii) any other substantial breach of the licence.
- (b) if the Licensee has been declared insolvent; or
- (c) if the Licensee agrees in writing to cancel the Licence.

15.2 Before taking any action to impose a punishment on the Licensee under Licence, the Authority shall follow the procedure set out below—

- (a) the Authority shall notify the Licensee of the alleged breach in writing;
- (b) the Authority shall allow the Licensee not less than thirty (30) days from the date of notification in accordance with sub clause (a) above to remedy the breach or to show cause why it should not be punished; provided, however, that the Licensee may request additional time, not exceeding thirty (30) days, to remedy the breach and such request shall not be unreasonably denied by the Authority.
- (c) Having taken into account the licensee's representations, the nature, gravity and consequences of the breach, the Authority may take any action that it considers appropriate including revoking the Licence.

15.3 The revocation of the Licence for any reason shall not prejudice any other legal rights or remedies of the Authority conferred by the Act or any other law for the time being in force or by this licence.

15.4 The revocation of the Licence shall not relieve the Licensee from any obligations accrued and due under any law or this licence.

16. Regulatory Sanctions

16.1 Notwithstanding any criminal sanctions under the Act, the Authority reserves the right to impose regulatory sanctions for breaches of licence conditions including—

- (a) issuing of warnings;

- (b) directing the licensee to take appropriate remedial steps by issuing a compliance order;
- (c) directing the licensee to desist from non-compliance by issuing a cease and desist order;
- (d) imposing a fine proportional to the effects of the non-compliance;
- (e) revocation of the licence; or
- (f) other penalties deemed necessary by the Authority.

17. Force Majeure

17.1 The Licensee shall not be liable for any default or delay in the performance of its obligations under the Licence if and to the extent that—

- (a) such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions or any force majeure event beyond the reasonable control of the Licensee; and
- (b) the Licensee is without any fault in causing such default or delay.

17.2 If any force majeure event described in clause 17.1 occurs, as a condition to being excused from any default or delay hereunder, the Licensee shall promptly notify the Authority in writing of such event, its impact on the Licensee's ability to perform, and the steps the Licensee has taken, is taking and intends to take to rectify and remove the event. The Licensee shall continue to provide periodic updates to the Authority regarding the force majeure event, at such intervals and in such detail as the Authority may request, until the force majeure event has ended or its impact on the Licensee has been overcome.

18. Notices

18.1 All notices to the Licensee may be sent to its main or registered office and such telephone, fax and email addresses as it shall notify the Authority from time to time.

18.2 Any notice addressed to the Licensee at its physical address shall be delivered by hand or by registered post, and notice sent by email or fax shall be confirmed.

18.3 Any notice shall be deemed to have been given:

- (a) on delivery, if sent by hand during business hours on a business day;
- (b) Seven (7) days after mailing if sent by registered post mailed from Malawi to an address within Malawi; or
- (c) on receipt, if sent by confirmed fax or email.

18.4 All written notices to the Authority shall be marked for the attention of the Director General and shall be hand delivered or otherwise sent to the official addresses for notices published by the Authority from time to time.

18.5 Any notice given pursuant to this Licence shall be deemed to be appropriately served if the same is done in accordance with the laws currently in force in Malawi.

19. Liability

19.1 The licensee shall indemnify the Authority against any losses, claims, charges or expenses, actions, damages or demands which may be made against the Authority by third parties as a result of or in relation to the activities of the Licensee.

20. Renewal of the Licence

- 21.1 This Licence may be renewed for such period as may be determined by the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its licence provisions.
- 22.2 In deciding whether to renew the licence the Authority shall take into account the following;
- (a) the satisfactory performance by the Licensee of its obligations under the Licence
 - (b) any other factor deemed necessary by the Authority
- 22.3 The Licensee shall apply for renewal in writing not later than three (3) calendar months before the expiration of the term of its Licence.

21. Dispute Resolution

- 21.1 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 and the seat of arbitration shall be Blantyre, Malawi.
- 22.2 This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

23. Miscellaneous

- 23.1 The Licensee shall comply with all terms and conditions of this Licence, applicable laws and Regulations issued by the Authority from time to time.
- 23.2 The Licensee shall observe the requirements of any applicable international conventions on telecommunications to the extent that such a convention imposes obligations on Malawi unless otherwise expressly exempted by the Authority.
- 23.3 The Authority or any Government department shall not be liable for any loss, damage, claim, charge or expense which may be incurred as a result of or in relation to the activities of the Licensee, its employees, agents, or authorized representatives.
- 23.4 Unless otherwise agreed by the parties, all correspondences from the Authority shall be in writing and shall be sent to the Licensee's principal place of business.
- 23.5 Any correspondence issued by the Authority marked as private and confidential, shall remain private and confidential and the Licensee shall not disclose the same without prior consent of the Authority.
- 23.6 Nothing in the provisions of this Licence shall be deemed to have been waived by any act of or acquiescence on the part of the Authority, unless the same is issued in writing by the Authority.
- 23.7 A waiver of any provision of this licence shall not be construed as a waiver of any other provision or the same provision on another occasion.

Notice issued at Blantyre, this 14th day of August, 2015.

GODFREY ITAYE
Director General

SCHEDULE 1—NETWORK COVERAGE (Clause 4.2)

1. The Licencee shall construct, operate and maintain its telecommunications network along the the Nacala Railway line in Malawi in the sites indicated in Table 1.

TABLE 1

<i>Site Name</i>	<i>Coordinates</i>
Kachasu	S15 49 9.9 E34 16 50.5
Chileka	S15 53 25.82 E34 25 04.71
Ng'onzo	S15 46 16.7 E34 29 26.4
Nikisi	S15 42 29.3 E34 31 41.7
Adayelo	S15 33 45.8 E34 40 05.5
Nkwinda	S15 25 18.8 E34 48 32.5
Chikapa	S15 18 14.1 E34 54 25.2
Ayanjaawo	S15 15 43.3 E34 55 43.5
Nkaya	S15 07 11.9 E35 02 11.8
Maduwani	S15 06 33.5 E35 04 38.4
Liwonde	S15 03 46.6 E35 14 01.1
Molipa	S15 03 15.3 E35 19 16.7
Mashepa	S15 00 21.0 E35 26 58.5
Lambulira	S14 59 57.2 E35 31 01.0
Namanja	S14 57 54.9 E35 41 23.4

SCHEDULE 2—ERRESTRIAL SERVICES, FEE SCHEDULE (Clause 11.4)

TERRESTRIAL SERVICES (FEES SCHEDULE)

#	TYPE	BASIS	ASSIGNMENT FEE (USD)	ANNUAL FEE (USD)	AMMENDMENT FEE (USD)
1	HF Voice Data	Frequency	534	267	133
2	SW Sound Broadcasting	Apparatus	534	267	133
3	MW Sound Broadcasting	Apparatus	534	267	133
4	VHF/UHF PMR Fixed Station	Apparatus	356	178	89
5	VHF/UHF Centralized Radio Alarm System	System	534	267	133
6	VHF/UHF PMR Vehicle Mobile Station	Apparatus	178	89	44
7	VHF/UHF PMR Handheld	Apparatus	89	44	22
8	VHF/UHF Private Trunking System	Apparatus	178	89	44
9	UHF PAMR Trunking Network	Frequency	890	445	222
10	VHF/UHF Radiotelephone Link	Frequency	890	445	222
11	FM Sound Broadcasting Mono	Apparatus	356	178	89
12	FM Sound Broadcasting Stereo	Apparatus	712	356	178
13	Public Paging	Frequency	356	178	89
14	Private Paging	Apparatus	178	89	44
15	VHF/UHF Television	Apparatus	1780	890	445
16	Cellular (GSM) Channel Pair (200 KHz)	Frequency	4000	4000	445
17	Amateur	Apparatus	41	20	15
18	Microwave Radio Link Tx	Frequency	356	178	89
19	Wireless Local Loop (25 KHz)	Frequency	534	267	133
20	Spread Spectrum	System	356	178	89
21	Aeronautical HF	Apparatus	534	267	133
22	Aeronautical VHF/UHF	Apparatus	178	89	44
23	Maritime	Apparatus	178	89	44
24	Cordless Telephone	Apparatus	41	20	15
25	Citizen Band	Apparatus	41	20	15
26	VSAT (Corporate)	Apparatus	5000	2500	200
27	VSAT (SOHO)	Apparatus	500	250	20
28	Broadband General Bands (1 MHz)	Frequency	1000	1000	100
29	CDMA Bands (10 MHz paired)	Frequency	200,000	200,000	2500
30	3G / UMTS / WCDMA Bands (5 MHz paired)	Frequency	250,000	250,000	2500
31	Mobile Broadband (4G) Bands (1 MHz)	Frequency	60,000	60,000	600
32	Broadband 1800 MHz Band	Frequency	2000	2000	200

CONDITIONS FOR USE

1. The Authority shall allocate spectrum subject to full payment of the applicable radio (spectrum) licence fees by the Licensee.
2. The spectrum Fees shall be non refundable once the requisite spectrum has been assigned.
3. A radio license issued by the Authority shall be valid for a period of one (1) year and shall be due for renewal on or before the anniversary date of the licence.
4. A licensee shall make a written application for renewal of its radio licence one month before the expiry of its radio licence.
5. The Authority shall renew a spectrum licence subject to technical verification of appropriate spectrum utilization during its licence year.
6. Any radio licence shall automatically be revoked if the licensee does not put the licensed spectrum to use within the licence period.
7. The Authority reserves the right not to renew any radio (spectrum) licence if the licensee is in breach of any licence condition.
8. Failure by a licensee to pay the appropriate spectrum fees constitutes an offence entitling the Authority to withdraw the assigned spectrum from the licensee.
9. The Authority reserves the right to review spectrum fees as and when necessary subject to applicable Regulations.
10. A radio licence issued by the Authority shall confer on the Licensee rights of use as opposed to proprietary rights and the Authority may re allocate or reassign the frequencies in line or in conformity with International standards subject to applicable Regulations.
11. A Spectrum licensee or user shall not use any frequencies other than those assigned or for the purposes assigned to them by the Authority, and any contravention of this provision shall be an offence entitling the Authority to take any appropriate action deemed necessary under the Act or appropriate Regulations.
12. The Authority shall in addition to any other appropriate regulatory sanction under the Act or appropriate Regulations, require any person found guilty of any illegal usage of a radio license or radio frequencies to pay a monetary penalty of 300% of the normal annual applicable fees per frequency unit.

Provisional Licence for Vale Logistics Limited

1950

Dear Sirs: I have the honor to acknowledge the receipt of your letter of the 14th inst. and in reply to inform you that the same has been forwarded to the appropriate authorities for their consideration.

I am sure that you will understand the necessity for this procedure and the fact that the authorities are now in a position to make a final decision on the matter.

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Very truly yours,

Director of the University of Chicago