



THE MALAWI GOVERNMENT GAZETTE

(Published by Authority)

3,642: Vol. LIX No. 4]

Zomba, 21st January, 2022

Registered at the G.P.O. as a Newspaper

Price: K3,500.00

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GENERAL NOTICE No. 8

Licence No. CLF/CCCL/ASL/6/22



MALAWI COMMUNICATIONS REGULATORY AUTHORITY

Application Service Licence (Data and Internet Services)

Issued to

Communication and Consulting Center Limited

Issued pursuant to section 39 of the Communications Act 2016

A licence is hereby granted to **Communication and Consulting Center** ("the Licensee") in respect to the provision of Application Services (Data and Internet Services) with effect from the Effective Date.

This Licence is issued subject to the terms and conditions hereto, and 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.

Notice issued at Blantyre, this 21st day of January, 2022.

DR. STANLEY KHAILA
Chairperson

MR. DAUD SULEMAN
Director General

1. Commencement and Licence Period**1.1. Period of Licence**

(a) The commencement date of the Licence shall be the Effective Date as published in the *Gazette*.

(b) The Licence shall be valid for a period of five (5) years from the Effective Date.

2. Service Coverage

2.1. The Licensee is authorised to provide the services throughout the Republic of Malawi.

3. Licence Fees

3.1. The Licence fees payable by the Licensee to the Authority shall be as follows:

(a) An annual Licence fee of Ten Thousand United States Dollars (USD10, 000) payable in advance on or before each anniversary of the Effective Date.

(b) A levy equal to three point five percent (3.5%) of Gross Annual Revenue for each year payable at the end of each quarter in four instalments. Calculation of the first three (3) quarterly instalments shall be based upon the management accounts for that particular period. A final quarterly payment shall be made based on Gross Annual Revenue within thirty (30) days of issue of the audited accounts. Adjustment shall be made for the first three (3) quarterly payments if the Gross Annual Revenue in the management's accounts differs from the one in the audited accounts.

(c) All outstanding fees and levies shall be payable within three (3) months from their due dates, failing which they shall attract at the base lending rate until full liquidation thereof.

3.2. If, in any year, any licence fees remain outstanding for more than six (6) months from the date such fees became due, the Licence may be revoked.

4. General Terms and Conditions for an Application Service Licence for the Provision of Data and Internet Services

The Licensee shall comply with the General Terms and Conditions for an Application Service Licence for the provision of Data and Internet Services published by the Authority in the Government Gazette and as amended from time to time.

5. Notices

5.1. All communication between the parties made under this Licence shall be in writing, and shall be sent or transmitted to the following addresses:

In case of the Authority, to:

The Director General

MACRA House

Salmin Armour Road

Private Bag 261

Blantyre

Telephone number: (265)1 883 611

Facsimile Number: (265) 1 883 890

E-mail address: dg-macra@macra.org.mw

In the case of the Licensee; to

The General Manager

Physical Address:

- . Postal address: P.O Box 31152, Blantyre
 - . Telephone number:
 - . Facsimile Number:
 - . E-mail address:
- 5.2. Should the Licensee's particulars change, the Licensee shall inform the Authority no later than seven (7) days before the change.

Signed on this 21st day of January, 2022.

DR. STANLEY KHAILA
Chairperson

MR. DAUD SULEMAN
Director General

GENERAL NOTICE NO. 9

Licence No. CLF/DCOM/ASL/3/22



MALAWI COMMUNICATIONS REGULATORY AUTHORITY

Application Service Licence (Data and Internet Services)

Issued to

DATACOM

Issued pursuant to section 39 of the Communications Act 2016

A licence is hereby granted to **Datacom** ("the Licensee") in respect to the provision of Application Services (Data and Internet Services) with effect from the Effective Date.

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.

Notice issued at Blantyre, this 21st day of January, 2022.

DR. STANLEY KHAILA
Chairperson

MR. DAUD SULEMAN
Director General

1. Commencement and Licence Period**1.1. Period of Licence**

(a) The commencement date of the Licence shall be the Effective Date as published in the *Gazette*.

(b) The Licence shall be valid for a period of five (5) years from the Effective Date.

2. Service Coverage

2.1. The Licensee is authorised to provide the services throughout the Republic of Malawi.

3. Licence Fees

3.1. The Licence fees payable by the Licensee to the Authority shall be as follows:

(a) An annual Licence fee of Ten Thousand United States Dollars (USD10, 000) payable in advance on or before each anniversary of the Effective Date.

(b) A levy equal to three point five percent (3.5%) of Gross Annual Revenue for each year payable at the end of each quarter in four instalments. Calculation of the first three (3) quarterly instalments shall be based upon the management accounts for that particular period. A final quarterly payment shall be made based on Gross Annual Revenue within thirty (30) days of issue of the audited accounts. Adjustment shall be made for the first three (3) quarterly payments if the Gross Annual Revenue in the management's accounts differs from the one in the audited accounts.

(c) All outstanding fees and levies shall be payable within three (3) months from their due dates, failing which they shall attract at the base lending rate until full liquidation thereof.

3.2. If, in any year, any licence fees remain outstanding for more than six (6) months from the date such fees became due, the Licence may be revoked.

4. General Terms and Conditions for an Application Service Licence for the Provision of Data and Internet Services

The Licensee shall comply with the General Terms and Conditions for an Application Service Licence for the provision of Data and Internet Services published by the Authority in the Government Gazette and as amended from time to time.

5. Notices

5.1. All communication between the parties made under this Licence shall be in writing, and shall be sent or transmitted to the following addresses:

. In case of the Authority, to:

. The Director General

. MACRA House

. Salmin Armour Road

. Private Bag 261

. Blantyre

. Telephone number: (265)1 883 611

. Facsimile Number: (265) 1 883 890

. E-mail address: dg-macra@macra.org.mw

. In the case of the Licensee; to

. The General Manager

. Physical Address: Plaza House, City Centre, Lilongwe

. Postal address: P.O Box 1573, Lilongwe

. Telephone number: 01 775 486

. Facsimile Number: 01 772 022

. E-mail address:

5.2. Should the Licensee's particulars change, the Licensee shall inform the Authority no later than seven (7) days before the change.

Signed on this 21st day of January, 2022.

DR. STANLEY KHAILA

Chairperson

MR. DAUD SULEMAN

Director General

GENERAL NOTICE NO. 10

Licence No. CLF/ESCOM/ASL/5/22



MALAWI COMMUNICATIONS REGULATORY AUTHORITY

Application Service Licence (Data and Internet Services)

Issued to

Electricity Supply Corporation of Malawi Limited (ESCOM)

Issued pursuant to section 39 of the Communications Act 2016

A licence is hereby granted to **Electricity Supply Corporation of Malawi Limited (ESCOM)** ("the Licensee") in respect to the provision of Application Services (Data and Internet Services) with effect from the Effective Date.

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.

Notice issued at Blantyre, this 21st day of January, 2022.

DR. STANLEY KHAILA
Chairperson

MR. DAUD SULEMAN
Director General

1. Commencement and Licence Period**1.1. Period of Licence**

- (a) The commencement date of the Licence shall be the Effective Date as published in the *Gazette*.
- (b) The Licence shall be valid for a period of five (5) years from the Effective Date.

2. Service Coverage

2.1. The Licensee is authorised to provide the services throughout the Republic of Malawi.

3. Licence Fees

3.1. The Licence fees payable by the Licensee to the Authority shall be as follows:

- (a) An annual Licence fee of Ten Thousand United States Dollars (USD10, 000) payable in advance on or before each anniversary of the Effective Date.
- (b) A levy equal to three point five percent (3.5%) of Gross Annual Revenue for each year payable at the end of each quarter in four instalments. Calculation of the first three (3) quarterly instalments shall be based upon the management accounts for that particular period. A final quarterly payment shall be made based on Gross Annual Revenue within thirty (30) days of issue of the audited accounts. Adjustment shall be made for the first three (3) quarterly payments if the Gross Annual Revenue in the management's accounts differs from the one in the audited accounts.
- (c) All outstanding fees and levies shall be payable within three (3) months from their due dates, failing which they shall attract at the base lending rate until full liquidation thereof.
- 3.2. If, in any year, any licence fees remain outstanding for more than six (6) months from the date such fees became due, the Licence may be revoked.

4. General Terms and Conditions for an Application Service Licence for the Provision of Data and Internet Services

The Licensee shall comply with the General Terms and Conditions for an Application Service Licence for the provision of Data and Internet Services published by the Authority in the Government Gazette and as amended from time to time.

5. Notices

5.1. All communication between the parties made under this Licence shall be in writing, and shall be sent or transmitted to the following addresses:

In case of the Authority, to:

- The Director General
MACRA House
Salmin Armour Road
Private Bag 261
Blantyre
Telephone number: (265)1 883 611
Facsimile Number: (265) 1 883 890
E-mail address: dg-macra@macra.org.mw

In the case of the Licensee; to

- The General Manager
Physical Address: 9 Haile Selassie Road, Blantyre

. Postal address: P.O Box 2047, Blantyre

. Telephone number:

. Facsimile Number:

. E-mail address:

5.2. Should the Licensee's particulars change, the Licensee shall inform the Authority no later than seven (7) days before the change.

Signed on this 21st day of January, 2022.

DR. STANLEY KHAILA

Chairperson

MR. DAUD SULEMAN

Director General

GENERAL NOTICE No. 11

Licence No. CLF/MNET/ASL/2/22



MALAWI COMMUNICATIONS REGULATORY AUTHORITY

Application Service Licence (Data and Internet Services)

**Issued to
Malawi Net**

Issued pursuant to section 39 of the Communications Act 2016

A licence is hereby granted to **Malawi Net** ("the Licensee") in respect to the provision of Application Services (Data and Internet Services) with effect from the Effective Date.

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.

Notice issued at Blantyre, this 21st day of January, 2022.

DR. STANLEY KHAILA
Chairperson

MR. DAUD SULEMAN
Director General

1. Commencement and Licence Period**1.1. Period of Licence**

- (a) The commencement date of the Licence shall be the Effective Date as published in the *Gazette*.
- (b) The Licence shall be valid for a period of five (5) years from the Effective Date.

2. Service Coverage

2.1. The Licensee is authorised to provide the services throughout the Republic of Malawi.

3. Licence Fees

3.1. The Licence fees payable by the Licensee to the Authority shall be as follows:

- (a) An annual Licence fee of Ten Thousand United States Dollars (USD10, 000) payable in advance on or before each anniversary of the Effective Date.
- (b) A levy equal to three point five percent (3.5%) of Gross Annual Revenue for each year payable at the end of each quarter in four instalments. Calculation of the first three (3) quarterly instalments shall be based upon the management accounts for that particular period. A final quarterly payment shall be made based on Gross Annual Revenue within thirty (30) days of issue of the audited accounts. Adjustment shall be made for the first three (3) quarterly payments if the Gross Annual Revenue in the management's accounts differs from the one in the audited accounts.
- (c) All outstanding fees and levies shall be payable within three (3) months from their due dates, failing which they shall attract at the base lending rate until full liquidation thereof.

3.2. If, in any year, any licence fees remain outstanding for more than six (6) months from the date such fees became due, the Licence may be revoked.

4. General Terms and Conditions for an Application Service Licence for the Provision of Data and Internet Services

The Licensee shall comply with the General Terms and Conditions for an Application Service Licence for the provision of Data and Internet Services published by the Authority in the Government Gazette and as amended from time to time.

5. Notices

5.1. All communication between the parties made under this Licence shall be in writing, and shall be sent or transmitted to the following addresses:

In case of the Authority, to:

The Director General

MACRA House

Salmin Armour Road

Private Bag 261

Blantyre

Telephone number: (265)1 883 611

Facsimile Number: (265) 1 883 890

E-mail address: dg-macra@macra.org.mw

In the case of the Licensee; to

The General Manager

Physical Address:

. Postal address: P.O Box 1698, Blantyre

. Telephone number:

. Facsimile Number:

. E-mail address:

5.2. Should the Licensee's particulars change, the Licensee shall inform the Authority no later than seven (7) days before the change.

Signed on this 21st day of January, 2022.

DR. STANLEY KHAILA
Chairperson

MR. DAUD SULEMAN
Director General

GENERAL NOTICE NO. 12

Licence No. CLF/SDNP/ASL/1/22



MALAWI COMMUNICATIONS REGULATORY AUTHORITY

Application Service Licence (Data and Internet Services)

Issued to

Malawi SDNP

Issued pursuant to section 39 of the Communications Act 2016

A licence is hereby granted to **Malawi SDNP** ("the Licensee") in respect to the provision of Application Services (Data and Internet Services) with effect from the Effective Date.

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.

Notice issued at Blantyre, this 21st day of January, 2022.

DR. STANLEY KHAILA

Chairperson

MR. DAUD SULEMAN

Director General

1. Commencement and Licence Period**1.1. Period of Licence**

(a) The commencement date of the Licence shall be the Effective Date as published in the *Gazette*.

(b) The Licence shall be valid for a period of five (5) years from the Effective Date.

2. Service Coverage

2.1. The Licensee is authorised to provide the services throughout the Republic of Malawi.

3. Licence Fees

3.1. The Licence fees payable by the Licensee to the Authority shall be as follows:

(a) An annual Licence fee of Ten Thousand United States Dollars (USD10, 000) payable in advance on or before each anniversary of the Effective Date.

(b) A levy equal to three point five percent (3.5%) of Gross Annual Revenue for each year payable at the end of each quarter in four instalments. Calculation of the first three (3) quarterly instalments shall be based upon the management accounts for that particular period. A final quarterly payment shall be made based on Gross Annual Revenue within thirty (30) days of issue of the audited accounts. Adjustment shall be made for the first three (3) quarterly payments if the Gross Annual Revenue in the management's accounts differs from the one in the audited accounts.

(c) All outstanding fees and levies shall be payable within three (3) months from their due dates, failing which they shall attract at the base lending rate until full liquidation thereof.

3.2. If, in any year, any licence fees remain outstanding for more than six (6) months from the date such fees became due, the Licence may be revoked.

4. General Terms and Conditions for an Application Service Licence for the Provision of Data and Internet Services

The Licensee shall comply with the General Terms and Conditions for an Application Service Licence for the provision of Data and Internet Services published by the Authority in the Government Gazette and as amended from time to time.

5. Notices

5.1. All communication between the parties made under this Licence shall be in writing, and shall be sent or transmitted to the following addresses:

In case of the Authority, to:

The Director General

MACRA House

Salmin Armour Road

Private Bag 261

Blantyre

Telephone number: (265)1 883 611

Facsimile Number: (265) 1 883 890

E-mail address: dg-macra@macra.org.mw

In the case of the Licensee; to

The General Manager

Physical Address:

- . Postal address: P.O Box 31762, Blantyre
 - . Telephone number: 0882 089 166/0999 888 461
 - . Facsimile Number:
 - . E-mail address: mwsdnp@sdnp.org.mw
- 5.2. Should the Licensee's particulars change, the Licensee shall inform the Authority no later than seven (7) days before the change.

Signed on this 21st day of January, 2022.

DR. STANLEY KHAILA
Chairperson

MR. DAUD SULEMAN
Director General

GENERAL NOTICE No. 13

Licence No. CLF/NITEL/ASL/4/22



MALAWI COMMUNICATIONS REGULATORY AUTHORITY

Application Service Licence (Data and Internet Services)

Issued to

Nitel Limited

Issued pursuant to section 39 of the Communications Act 2016

A licence is hereby granted to **Nitel Limited** ("the Licensee") in respect to the provision of Application Services (Data and Internet Services) with effect from the Effective Date.

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.

Notice issued at Blantyre, this 21st day of January, 2022.

DR. STANLEY KHAILA

Chairperson

MR. DAUD SULEMAN

Director General

1. Commencement and Licence Period**1.1. Period of Licence**

- (a) The commencement date of the Licence shall be the Effective Date as published in the *Gazette*.
- (b) The Licence shall be valid for a period of five (5) years from the Effective Date.

2. Service Coverage

- 2.1. The Licensee is authorised to provide the services throughout the Republic of Malawi.

3. Licence Fees

- 3.1. The Licence fees payable by the Licensee to the Authority shall be as follows:

- (a) An annual Licence fee of Ten Thousand United States Dollars (USD10, 000) payable in advance on or before each anniversary of the Effective Date.
- (b) A levy equal to three point five percent (3.5%) of Gross Annual Revenue for each year payable at the end of each quarter in four instalments. Calculation of the first three (3) quarterly instalments shall be based upon the management accounts for that particular period. A final quarterly payment shall be made based on Gross Annual Revenue within thirty (30) days of issue of the audited accounts. Adjustment shall be made for the first three (3) quarterly payments if the Gross Annual Revenue in the management's accounts differs from the one in the audited accounts.
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- 3.2. If, in any year, any licence fees remain outstanding for more than six (6) months from the date such fees became due, the Licence may be revoked.

4. General Terms and Conditions for an Application Service Licence for the Provision of Data and Internet Services

The Licensee shall comply with the General Terms and Conditions for an Application Service Licence for the provision of Data and Internet Services published by the Authority in the Government Gazette and as amended from time to time.

5. Notices

- 5.1. All communication between the parties made under this Licence shall be in writing, and shall be sent or transmitted to the following addresses:

- . In case of the Authority, to:
- . The Director General
 - . MACRA House
 - . Salmin Armour Road
 - . Private Bag 261
 - . Blantyre
 - . Telephone number: (265)1 883 611
 - . Facsimile Number: (265) 1 883 890
 - . E-mail address: dg-macra@macra.org.mw

- . In the case of the Licensee; to
- . The General Manager
 - . Physical Address: Old Reserve Bank Building

- . Postal address: P.O Box 384, Blantyre
 - . Telephone number: +265 1 820 414/822 444
 - . Facsimile Number:
 - . E-mail address:
- 5.2. Should the Licensee's particulars change, the Licensee shall inform the Authority no later than seven (7) days before the change.

Signed on this 21st day of January, 2022.

DR. STANLEY KHAILA
Chairperson

MR. DAUD SULEMAN
Director General

PATENTS AND TRADE MARKS JOURNAL

*Published on the second
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Subscription: K51,000 per annum (Malawi)
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Price: K3,500 per copy

Obtainable from—

The Government Printer

P.O. Box 37

Zomba

Tel: 099 2993536

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GOVERNMENT GAZETTE

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Subscription per annum .. US\$1900 (Abroad)

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Full page K54,000.00

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24	K1,100.00	64	K3,645.00
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S. LIGOMEKA

*Comptroller of Publications and
Printing Services*

MALAWI GOVERNMENT GAZETTE

(General Notices, Government Notices and Acts)

Published Weekly (Fridays)

Price varies depending on number of pages

Available at:

Government Press Government Press Government Press

P.O. Box 37

Lilongwe Branch

Mzuzu Office

Zomba

P.O. Box 216

P.O. Box 20048

Tel.: 01 525 155

Lilongwe

Luwinga

Fax: 01 525 175

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THE OFFICIAL JOURNALS OF PATENTS, TRADE MARKS
AND DESIGNS

for

MALAWI

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Any copy received after this day will be held over for the following month.

ADVERTISEMENT RATES

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One-third column	K20,250
Quarter column or less	K12,150

No Patent or Trade Mark advertisement will be accepted for publication in the Journals unless it is in the approved form and accompanied by proof of the authority of the Registrar of Patents or of Trade Marks, as the case may be, for publication.

No responsibility can be accepted for losses arising from omissions or typographical errors.

Manuscript of Advertisements should be written on one side of the paper only and not as a part of the covering letter. All proper names must be plainly incised; in the event of any name being incorrectly printed as a result of indistinct writing, the advertisement can be republished only on payment of the cost of another insertion.

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SUBSCRIPTION RATES

The subscription rates for the combined Journals are as follows—

K100,000 within Malawi for 12 months.

US\$1,900 outside Malawi for 12 months.

The subscription year starts on 1 January and ends on 31 December each year.

Price per single copy K3,500.

Subscriptions are payable in advance through the Government Printer, P.O. Box 37, Zomba, Malawi.

Address correspondence to—

(1) Either the Registrar of Patents or the Registrar of Trade Marks (as the case may be), P.O. Box 100, Blantyre, Malawi, in connexion with all matters pertaining to Patents and Trade Marks.

(2) The Government Printer, P.O. Box 37, Zomba, Malawi, in connexion with subscriptions and publication of Patents and Trade Marks advertisements.