



THE MALAWI GOVERNMENT GAZETTE

(Published by Authority)

3,654: Vol. LIX No. 16]

Zomba, 1st April, 2022

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

Price: K500.00

CONTENTS

Page

MACRA— Notice of Hope for People Empowerment Ministry ..	107-111
MACRA— Notice of Airtel Malawi Ple ..	113-122
MACRA— Notice of Airtel Malawi Ple ..	123-139
MACRA— Notice of Channel for All Nation ..	141-145
MACRA— Notice of Radio Dinosaur Radio ..	147-151
MACRA— Notice of MBC Radio 1 ..	153-157
MACRA— Notice of MBC Radio 2 ..	159-163
MACRA— Notice of Mudziwathu Community Radio ..	165-169
MACRA— Notice of Neno FM Radio ..	171-175
MACRA— Notice of Nkhosakota FM Radio ..	177-181
MACRA— Notice of Nthalire FM Radio ..	183-186
MACRA— Notice of Pentecostal Life FM ..	187-190
MACRA— Notice of Tuntufye FM ..	191-195
MACRA— Notice of Umoyo FM Radio ..	197-201
MACRA— Notice of YONECO FM Radio ..	203-207

GENERAL NOTICE No. 32

Licence No. CLF/HPEML/RC/SCL/3/22



MACRA

THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
REGIONAL COMMERCIAL SOUND CONTENT LICENCE

Issued to

Hope for People Empowerment Ministry Limited

Issued pursuant to sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to Hope for People Empowerment Ministry Ltd ("the Licensee") in respect to the provision of a Regional Commercial Sound Content Broadcasting Service with effect from the 18th day of February, 2022 and valid for a period of seven (7) years.

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 term and condition may lead to suspension or revocation of this Licence.

Signed on this 18th day of February, 2022.

DR. STANLEY KHALA

Chairperson

DAUD SULEMAN

Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled by Hope for People Empowerment Ministry Limited who is duly registered as a business in terms of the applicable law of the Republic.
- 1.2. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.3. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.4. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without the prior written approval of the Authority.
- 1.5. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.6. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement And Licence Period

- 2.1. The commencement date of the Licence shall be from the effective date as published in the Gazette.
- 2.2. The Licence shall be valid for a period of seven (7) years from the effective date.

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 One Thousand Five Hundred US dollars (USD1500) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments 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 fees and levies outstanding for more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

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

4. Scope of Licence

4.1. The Licensee is authorized to provide a Commercial Sound Content Broadcasting Service in the Central Region of the Republic.

4.2. The Licensee is authorized to broadcast from studios situated at the following addresses:

(a) Lilongwe; and

(b) any other studios to be developed from time to time including outside broadcasting provided that they are situated in the Southern Region of Malawi.

5. Name of Station

5.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a geographical community sound content broadcasting service under this Licence is—**“Hope Education Radio”**

5.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.

5.3. The Licensee may, in the place of the name of the station as specified in sub-clause 5.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 5.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further 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.

6. Roll Out Obligations

6.1. The Licensee shall roll out services within twelve (12) months from the effective date of its license.

6.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.

6.3. The Authority may extend the roll out period referred to in subsection (1):

(a) only once;

(b) for a period not longer than 12 months; and

(c) only on grounds of force majeure event as accepted by the Authority.

7. Programming

7.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.

7.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule

7.3. The Licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

8. General Terms and Conditions for a Broadcasting Content Service Licence

8.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

9. Notices

9.1. All communication between the parties made pursuant to 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

Salinin Armour Road

Private Bag 261

Blantyre

Telephone number: (265) 1 883 611

Facsimile Number: (265) 1 883 890

E-mail address: dg@macra.mw

In the case of the Licensee; to

The General Manager

Physical address: Hope Empowerment Ministries

Postal address: P.O. Box 729, Lilongwe

Telephone number: (265) 995 706 653

Facsimile Number:

E-mail address: Email: hopekoicapjt@gmail.com

9.1. Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days before the change.

Signed on this 18th day of February, 2022.

DR. STANLEY KHAILA
Chairperson

DAUD SULEMAN
Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee :

Station Name :

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 one hundred and twenty (120) days of 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.

GENERAL NOTICE NO. 33

Licence No. CLF/NFSL/2/2022



THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
NETWORK FACILITIES SERVICE LICENCE

Issued to

Airtel Malawi plc.**Issued pursuant to section 39 of the Communications Act 2016**

A licence is hereby granted to Airtel Malawi Plc. in respect of the ownership and provision of any electronic communications network facilities with effect from the Effective Date and valid up to 6th February 2024.

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 term and condition may lead to suspension or revocation of this Licence

Notice issued at Blantyre, this 25th day of February, 2022.

STANLEY C. KHAILA PHD
Chairperson

MR DAUD SULEMAN
Director General

1. Definitions

In this licence, unless stated otherwise or the context otherwise requires:-

“**Act**” means the Communications Act Cap 68:01 of the laws of Malawi.

“**Authority**” means the Malawi Communications Regulatory Authority

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

“**Facility Services**” means any service comprising electronic communication infrastructure, including earth station, fixed links and cables, radio communication transmitters and links, satellite hubs, satellite control station, submarine cables, and cable landing station;

“**Gross Annual Revenue**” means the total invoiced revenue of the Licensee derived from the provision of Facility Services but shall not include revenue from the sale or rental of assets including terminal equipment;

“**Licensee**” means Airtel Malawi PLC;

“**Network Services**” means a service consisting of transmission of any form of electronic signals (sound, data, text or images,) used in an electronic communication network but does not include services provided solely to the end user.

2. Commencement and Licence Period

The Licence shall become effective on the Effective Date and shall be valid up to the 6th February 2024.

3. Scope of Licence

3.1. This Licence is issued subject to the Act and any Regulations made thereunder.

3.2. For the purpose of providing the Services under this Licence, the Licensee is authorized:

(a) to construct, own or maintain facilities;

(b) to make available facilities to other Licensed electronic communication providers in the Republic of Malawi;

(c) to do all other things necessary or requisite to the provision of facilities service; and

(d) to provide any other facilities as determined by the Authority from time to time.

3.3. This Licence is valid in the Republic of Malawi.

4. Rights and Obligations to provide Facilities Service

4.1. The Licensee shall provide facilities service in accordance with the Act and applicable Regulations.

4.2. Without prejudice to clause 4.1, the Licensee shall be entitled to:

(a) lease the use of; or

(b) install or maintain any facility subject to any terms and conditions that may from time to time be prescribed by the Authority and which are applicable to the provision of facilities service.

4.3. The Licensee shall ensure that it develops and maintains Master Service Contracts which includes Service Level Agreements.

5. Licence Fees

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

(a) An annual Licence fee of the Malawi Kwacha equivalent of One Hundred Thousand US dollars (USD 100,000) payable in advance on or before each anniversary of the Effective Date. The fee shall be converted to Malawi Kwacha at the telegraphic transfer (TT) exchange rate quoted by a reputable commercial bank on the date of the Authority's invoice to the Licensee or on the anniversary date of the licence, whichever comes first;

(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 installments. Calculation of the first three (3) quarterly installments 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 a five percent (5%) annual interest until full liquidation thereof;
- (d) If, in any year, any licence fees remain outstanding on the sixth (6th) month and ninth (9th) month the Licensee shall be deemed to have been warned and given notice to pay within three (3) months thereof respectively. If any sum remains unpaid the licence shall stand automatically revoked on the twelve (12th) months from the anniversary from the effective date.

6. Accounting Requirements

6.1. The Licensee shall within three (3) months of the end of each financial year either:

- (a) provide the Authority with annual financial statements audited in a manner consistent with internationally recognized standards and certified by a qualified independent auditor; or
- (b) provide the Authority with a written statement of the reasons the audited financial statements cannot be provided within that period and agree with the Authority a date for their provision, which date shall not be more than six (6) months after the end of the financial year to which the accounts relate.

6.2. The Licensee shall maintain management accounts in a manner specified by the Authority.

7. Performance Guarantee

- 7.1. The Licensee shall provide a guarantee acceptable to the Authority in the amount of Forty Thousand United States Dollars (US\$40, 000) to secure the performance of the Licensee's obligations contained in this Licence.
- 7.2. The Licensee shall ensure that the guarantee is issued within thirty (30) days from the Effective Date or anniversary of the Effective Date, whichever applies. The Licensee shall renew the guarantee annually within sixty (60) days from each anniversary of the Effective Date.
- 7.3. Failure to furnish the performance guarantee under this clause by the Licensee shall be deemed as a substantial breach of this Licence and the Authority may revoke the Licence in accordance with its terms and conditions.
- 7.4. In the event that the Authority imposes a penalty upon the Licensee for any breach of the Licence conditions, the Authority shall, without prejudice to any of its rights or remedies under the Licence or the Act, have the right to draw upon the performance guarantee to partly or fully satisfy the penalty so imposed upon giving seven (7) days notice to the Licensee, together with reasons for doing so.
- 7.5. The Authority may take any other action against the Licensee to satisfy the penalty imposed where the guarantee is inadequate to satisfy the penalty.

8. Provision of Information

- 8.1. 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.
- 8.2. The Licensee shall furnish the Authority records, audited financial statements, management accounts, ICT indicators, reports, returns, 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.
- 8.3. 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.
- 8.4. The Authority may inspect files, records, accounts 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 provided always that any data will be processed by the Authority in accordance with the applicable law.
- 8.5. The Licensee shall bear the cost of any expenses it incurs in ensuring compliance with record keeping and provision of information.

9. Compliance

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. Technical Standards

10.1. The Licensee shall comply with all technical standards set by the Authority from time to time.

10.2. In the provision of its facilities service under this Licence, the Licensee shall provide its service in accordance with the International Telecommunication Union and other relevant International standardization bodies.

11. Type Approval

11.1. Subject to applicable Regulations, the Licensee shall submit to the Authority for type approval prior to installing any facilities to be used for connection or access to the licensee's facilities services. The Licensee shall make the submissions in a form and manner as specified by the Authority.

11.2. The Licensee shall permit any Network service operators to connect a type approved Network Equipment to its facilities.

11.3. The Licensee shall accept as conclusive evidence that Network equipment is type approved by the Authority based on a written statement of compliance issued by the Authority in line with applicable Regulations.

11.4. The Licensee shall consult with the Authority from time to time regarding the arrangements for testing and type approval of Facilities.

12. Provision of Facility Services

12.1. The Licensee shall on request and subject to Clause 12.4, provide facility services to a Network Service Licensee in areas the Network Service Licence provides or intends to provide network services.

12.2. Where the Licensee has to construct a facility following a request under Clause 12.1, the Licensee shall, as long as it technically and economically feasible, construct the facility and provide facility services within six (6) months from the date of request by the Network Service Licensee.

12.3. The Licensee may request the Authority in writing to extend the period stipulated in Clause 12.3.

12.4. Where the Licensee refuses the request to provide facility services under Clause 12.1, it shall inform the Authority and show why the request is not technically or economically feasible.

12.5. The Authority shall review the decision of the Licensee refusing to provide facility services and make a determination on the matter.

12.6. The Licensee shall ensure that the site space for a tower, power facilities, tower height, weight and wind loading are sufficient to support co-location of at least three (3) mobile network service licensees.

12.7. The Authority may direct the Licensee to provide facility services in a particular area provided that the Licensee is consulted before such a direction is made.

13. Co-location and Infrastructure Sharing Agreements

13.1. The Licensee shall submit to the Authority any co-location and infrastructure sharing agreement concluded under Part VII of the Act, within fourteen (14) working days from the date the agreement was signed by all the parties.

13.2. The Authority may review any charges set in the agreements for facilities under a co-location and infrastructure sharing agreement to ensure that such charge or charges are in accordance with the Act and any applicable Regulations.

13.3. The Authority may require the parties to amend a co-location and infrastructure sharing agreement in respect to any charges for facilities where such charges are not in accordance with the Act and applicable Regulations.

14. Facilities Service Modification

14.1. The Licensee shall not effect any modification that negatively affects its Licence obligations without the prior written approval of the Authority.

14.2. The Licensee shall bear costs of any modification in line with clause 14.1. Any change petitioned for and approved by the Authority shall be done at the Licensee's expense.

14.3. The Licensee shall ensure that any modification made pursuant to clause 14.1 shall not interfere with any other existing communications systems or any future planned communications systems.

15. Facilities Service Access by Network Service Operators

15.1. The Licensee shall enter into Facilities Service Access Agreement with licensed Network Service Operators for access to its facilities service as specified under the applicable Regulations.

15.2. The Facilities Service Access Agreement under Clause 15.1 shall be made on a non-discriminatory basis in accordance with access arrangements specified in this clause.

15.3. The Licensee shall offer any of its facilities service to any licensed service provider at wholesale rates.

15.4. The Licensee shall notify the Authority of any Facilities Services Access Agreement it has entered into and file a copy of the agreement with the Authority within fifteen (15) days from the signature date of the Agreement.

15.5. Where a dispute arises between any parties to the agreement under 15.4, either party may request the Authority to make a determination.

15.6. When making a determination, pursuant to 15.5 the Authority shall make such determination or resolution within sixty (60) days of receipt of the written request.

15.7. The Licensee may refuse to offer access of its facilities service to network service operators if it is technically or economically not feasible to do so.

15.8. Where the Licensee refuses to offer access of its facilities service to any network service operator, it shall provide reasons for the refusal in writing to the network service operator.

15.9. A network service operator who has been refused access to facilities by the Licensee may submit the refusal to the Authority and the Authority shall, upon assessment of the refusal, either uphold or overrule the decision of the Licensee.

16. Anti-Competitive Conduct, Unfair Competition and Discrimination

16.1. The Licensee shall not engage in anti-competitive conduct which in the view of the Authority inhibits or impedes fair competition including exploiting a position of dominance such as to unreasonably gain an advantage which impedes, limits, restricts or distorts fair competition.

16.2. Acts of anti-competitive conduct envisaged in clause 16.1 include engaging in predatory price cutting which may be implied where:

(a) a service is priced at less than marginal cost for two (2) consecutive months or more;

(b) costs charged are likely to price competition out of the market or deter competitors from entering the market;

(c) the Licensee is able to recoup the full amount of the loss incurred during the period of price cutting;

(d) engaging in cross subsidizing where revenues for any services are used to unfairly cross subsidize the price of facilities services;

(e) engaging in unfair pricing such as to reduce or eliminate competition including fixing prices for facilities services at a level which cannot be re-sold with a profit margin to customers;

(f) entering into exclusive arrangements which deny competitors access to facilities services.

16.3. The Licensee, on his own or through others, shall not engage in any practice which unfairly restrict or is likely to restrict competition in the industry or which deters or restricts or is likely to deter or restrict new entrants into the market including:

(a) asserting false or misleading claims on the availability or standards of its facilities service or competitors' facilities service;

(b) degrading standards of its facilities service or competitor's services or network or unfairly raising its business, operations or technical costs;

- (c) unlawfully interfering with the suppliers or network service operators of its competitors; or
- (d) providing false information to other facilities service competitors or to any other third party.

16.4. In the provision of the Services under this licence, the Licensee shall not discriminate against or show any preference to any other network service operators.

16.5. The Licensee shall not enter into any contract with, merge with or acquire any other entity with the intention or effect of preventing, restricting or distorting competition in the provision of facilities services.

16.6. The Licensee shall comply with any other laws and Regulations which relate to fair trading or competitive behaviour.

16.7. Where the Authority is satisfied that there are reasonable grounds to believe that the Licensee is, alone or in concert with others, engaged in anti-competitive practices to the disadvantage of users of the Services contrary to the Act and any applicable law, it shall make a determination and impose any applicable regulatory sanctions under this licence.

16.8. In making a determination on anti-competitive practices under clause 16.7, the Authority shall consult the Competition and Fair Trading Commission.

17. Significant Market Power (SMP)

17.1. Where the Authority determines that the Licensee has Significant Market Power (SMP) in accordance with any applicable law or Regulations, it shall impose additional obligations relating to anti-competitive practices in its licence to prohibit the Licensee from abusing its dominant position through anti-competitive conducts.

17.2. In determining whether or not a Licensee has significant market power and in determining additional obligations to be imposed on a Licensee found to hold significant market power, the Authority shall have recourse to applicable laws and shall consult the Competition and Fair Trading Commission.

18. Universal Service (US) Obligations

18.1. The Licensee shall contribute to the Universal Service Fund (USF) through levies payable under Clause 4 and in accordance with the provisions of the Universal Service (US) Rules.

18.2. The Authority shall from time to time determine the percentage of the levies payable to the Universal Service Fund from the levies collected under Clause 4.

19. Customer Confidentiality

19.1. The Licensee shall maintain confidentiality in respect of all information provided by network service operators.

19.2. The Licensee shall not use any information received to unduly benefit it or any associated person or use it in a manner that is anti-competitive towards other facilities service operators.

20. Monitoring

The Authority shall have the right to monitor the services of the Licensee using any lawful means.

21. Health and Environmental Concerns

21.1. The Licensee shall ensure the use of energy efficient, environmental friendly facilities service equipment and also ensure proper safety and health hazard issues in the installation and location of their facilities.

21.2. The Licensee shall as much as possible use green technology in its infrastructure and shall ensure that its facilities are environmental friendly.

21.3. The Licensee shall ensure that deployment of its facilities 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.

22. Ownership

22.1. The holder of this Licence must be incorporated in Malawi.

22.2. The Licensee shall within twelve (12) months from the Effective Date ensure it has at least twenty (20%) local Malawian shareholding which shall be maintained throughout the period of the Licence.

22.3. The Authority may revoke the Licence in accordance with clause 24 of this Licence where the Licensee effects change of shareholding that effectively affect the control of the licence without prior approval of the Authority or fails to comply with local ownership requirements under clause 22.2.

22.4. The Licensee shall notify the Authority of any changes that affects more than 10% of its shareholding.

22.5. Unless otherwise agreed by the Authority, the Licensee shall notify the Authority of any joint venture agreement it may enter with third parties to provide facilities service in Malawi not later than thirty (30) days before any such agreement takes effect, giving particulars of that agreement including a copy thereof.

23. Local Empowerment

23.1. The Licensee shall ensure that at least 50% of the executive management are Malawian nationals and that it shall not employ more than five percent (5%) of foreign nationals for the rest of its staff.

23.2. The Licensee shall, during the term of licence, take measures to ensure participation in its management structure by local indigenous Malawians.

24. Transfer of Licence

The Licensee shall not assign or transfer this License without prior written consent of the Authority.

25. Licence Amendment

25.1. The Authority may modify or amend any term or condition of this licence 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.

25.2. Before amending any provision of this Licence, the Authority shall:

(a) notify the Licensee 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.

25.3. The Authority shall give the Licensee not less than thirty (30) days from the date of the notice to submit a response to the proposed amendment.

25.4. If the Licensee does not respond within the period given under clause 25.3 the Authority shall proceed with the proposed amendment which shall take effect upon its publication in the *Gazette*.

25.5. 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.

25.6. The Licensee shall comply with all new terms and conditions issued by the Authority.

26. Revocation of Licence

26.1. 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 achieve the facilities service roll-out targets;

(ii) failure to achieve specified Technical Standards;

(iii) failure to provide performance guarantee;

(iv) hiding or providing false information regarding the information necessary for renewal or any other information requested by the Authority pursuant to this Licence;

- (v) failure to comply with lawful orders issued by the Authority pursuant to powers under this Licence;
- (vi) conducting in unfair commercial trade practices;
- (vii) failure to pay outstanding License fees for over a period of twelve (12) months from the Effective Date or anniversary of the Effective Date; or
- (viii) any other substantial breach of the licence which is deemed substantial by the Authority taking into consideration the factors listed in Clause 26.2.

(b) if the Licensee has been declared insolvent; or

(c) if the Licensee agrees in writing to cancel the Licence.

26.2. Without prejudice to Clause 26.1, in determining whether a breach is substantial or not, the Authority shall consider:

- (a) the nature or gravity of the breach;
- (b) the seriousness of the consequences of the breach;
- (c) whether the breach significantly impairs the Licensee's ability to discharge its obligations under the Licence;
- (d) whether the breach demonstrates the Licensee's significant inability to meet the conditions of the Licence; or
- (e) whether the breach has been repeated or is continuing.

26.3. 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.

26.4. 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.

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

27. Regulatory Sanctions

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.

28. Emergency Crisis Management

28.1. The Licensee shall submit to the Authority for approval a Business Continuity Plan which shall include disaster recovery plan (DRP), setting out the emergency crisis management team and priorities and procedures it will apply for restoring its network in the event of a disaster or national emergency.

28.2. The Authority shall communicate its decision on the Business Continuity Plan submitted under Clause 28.1 for approval within 90 days from the date of submission.

28.3. The Licensee shall from time to time review and where necessary revise its Business Continuity Plan (BCP) and in such event it shall ensure that the Authority is furnished with the most current version of the Plan.

28.4. The Licensee shall as soon as possible provide information for the restoration of its facilities service.

28.5. The Authority may from time to time cause to be carried out by the Licensee Practical Tests on the Licensees facilities service to assess the effectiveness or functionality.

29. Exercise of Powers

29.1. In exercising any powers granted to the Authority in terms of this licence, the Authority shall:

- (a) act reasonably having regard to all surrounding circumstances;
- (b) prior to exercising any power, afford the Licensee reasonable opportunity to make representations to the Authority in respect of all relevant issues; and
- (c) at the request of the Licensee, furnish written reasons for any decision made.

30. Force Majeure

30.1. Any failure by the Licensee to comply with any obligation, term or condition of the Licence shall be exempted to the extent that it is caused by an event beyond the control of the Licensee, including extreme weather conditions, fire, war or civil strife.

30.2. The Licensee shall use reasonable endeavours to minimize the impact on its operations of any event of this nature and to remedy, if possible, the failure.

30.3. The Licensee shall keep the Authority informed of any problems which may be encountered, their consequences on its operations and the steps it is taking to address them.

31. Corporate Social Responsibility (CSR)

The Licensee shall endeavor to carry out corporate social responsibility as part of its obligations under the Licence.

32. Liability

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, its service providers, servants, or agents in connection with the provision of the facilities service which are in breach of the terms of the Licence.

33. Performance Assessment

The Authority shall in the third (3rd), and sixth (6th) years of this Licence review the performance of the Licensee against the terms and conditions of the Licence

34. Renewal of the Licence

34.1. This Licence may be renewed provided the Licensee is in compliance in all material respects with its licence provisions.

34.2. In deciding whether to renew the licence the Authority shall consider whether:

- (a) the Licensee performed in accordance with the obligations of its licence;
- (b) the Licensee continues to meet the eligibility requirements under the Act;
- (c) the Licensee continues to be financially and technically capable of meeting his obligations under the Act and any other related laws; and
- (d) the Licensee has not, during the validity period of this Licence, contravened the provisions of the Act, the terms and conditions of the Licence, the rules issued by the Authority or any other relevant laws and regulations.

34.3. The Licensee shall apply for renewal in writing not later than twelve (12) calendar months before the expiration of the term of its Licence.

34.4. On renewal, the Authority may amend the provisions of this Licence as necessary to take into account any changes in the industry or address any challenges experienced by the Authority and the Licensee.

35. Dispute Resolution

35.1. 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.

35.2. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

36. Miscellaneous

36.1. The Licensee shall comply with all terms and conditions of this Licence, applicable laws and Regulations issued by the Authority from time to time.

36.2. 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.

36.3. 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.

36.4. 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.

36.5. 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.

36.6. 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.

36.7. 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.

Dated this 25th day of February 2022.

STANLEY C. KHAI, A PhD

Chairperson

MIR DAUD SULEMAN

Director General

GENERAL NOTICE NO. 34

Licence No. CLF/NSL/1/2022

**MACRA**

**THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
NETWORK SERVICES LICENCE**

Issued to**Airtel Malawi plc.****Issued pursuant to section 39 of the Communications Act 2016**

A licence is hereby issued to Airtel Malawi Plc. ("the Licensee") in respect of the ownership and provision of NETWORK SERVICES with effect from the Effective Date and valid up to 6th February 2024.

This licence shall be subject to the following standard conditions and other conditions as may be declared by the Malawi Communications Regulatory Authority ("the Authority") from time to time –

Failure to comply with any term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 25th day of February, 2022.

STANLEY C. KHAILA PHD*Chairperson***MR DAUD SULEMAN***Director General*

1. Definitions

In this licence, unless stated otherwise or the context otherwise requires:

“**Act**” means the Communications Act Cap. Act no. 34 of 2016;

“**Application Services**” means the provision of electronic communication services to end users using licensed network services but does not include content services;

“**Authority**” means the Malawi Communications Regulatory Authority;

“**Content Services**” means broadcasting services consisting of electronic media including sound, data, text or images for general reception by the public;

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

“**Electronic Communication network**” means transmission systems and where applicable switching or routing equipment and other resources that permit the conveyance of signals by wire radio optical or other electrical means;

“**Facility Services**” means any services comprising electronic communication infrastructure, including earth station, fixed links and cables, radio communication transmitters and links, satellite hubs, satellite control station, submarine cables, and cable landing station;

“**Gross Annual Revenue**” means the total invoiced revenue of the Licensee derived from the provision of Network Services but shall not include revenue from the sale or rental of assets including terminal equipment;

“**interconnection**” means the physical and logical connection of two or more electronic communications networks;

“**International Gateway Licensee**” means an electronic communications operator in the Republic of Malawi who is-

- (a) authorized to connect directly to networks in other countries authorized to provide electronic communication services; and
- (b) authorized to provide transportation of any communications originating:
 - (i) in an electronic communication network in Malawi and terminating outside of Malawi; and
 - (ii) outside Malawi and terminating in any electronic communications network in Malawi;

“**Licensee**” means Airtel Malawi Plc.;

“**Network Services**” means a service consisting of transmission of any form of electronic signals (sound, data, text or images,) used in an electronic communication network but does not include services provided solely to the end user;

2. Commencement And Licence Period

Period of Licence

- (a) The Licence shall become effective on the Effective Date and shall be valid up to the 6th February 2024.

3. Scope of Licence

- 3.1. This Licence is issued subject to the Act and any Regulations made there-under.
- 3.2. The Licensee is authorized to construct, commission, operate and maintain an electronic communication network for the purposes of providing network services using any applicable technology;
- 3.3. For the purpose of providing the Services under this Licence, the Licensee is authorised:
 - (a) to provide network services to Application and Content Service Licensees
 - (b) to construct, operate and maintain an electronic communication network;
 - (c) to connect to other network service operators in the Republic of Malawi;
 - (d) to procure, rent, and maintain Network Equipment for use in connection with its Network Services; and

(e) to do all other things necessary or requisite to the provision of the Network Services.

3.4. The Licensee may use electronic communication network capacity of other network service Operators.

3.5. This Licence is valid in the Republic of Malawi.

3.6. The services that the Licensee is authorised to provide by means of its telecommunication network include:

(a) domestic interconnectivity;

(b) international interconnectivity;

(c) signal distribution

(d) bandwidth services

(e) space segment services

(f) Any equivalent, similar or improved network services as approved by the Authority from time to time.

3.7. The Licensee shall provide international connectivity services to its Customers by means of any connection to an International Gateway Licensee.

3.8. Where the Licensee requires operation of its own international gateway, it shall apply for a separate international gateway licence authorizing such services.

4. Rights and Obligations to provide Telecommunication Services

4.1. The Licensee shall construct, commission, operate and maintain an electronic communication network within Malawi and provide [domestic and international] network services in accordance with the Act, Regulations and licence terms and conditions.

4.2. The Licensee may enter into Interconnection and access agreements with other network service operators in accordance with the provisions of Sections 60, 62, 63 and 64 of the Act respectively and any Regulations made there-under.

4.3. Without prejudice to clause 4.1, the Licensee shall operate and maintain or lease the use of any electronic communication system or equipment, including; subject to any terms and conditions that may from time to time be prescribed by the Authority and which are applicable to all network service operators.

4.4. Subject to clause 4.5, the Licensee shall be entitled by virtue of this Licence to operate the electronic communication system and to provide all of the Services together with all other rights granted hereunder.

4.5. The Licensee is authorized to exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:

(a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;

(b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times ;

(c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;

(d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within thirty (30) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other telecommunication operator;

(e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;

(f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.

5. Licence Fees

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

- (a) An annual Licence fee of One Hundred Thousand United States dollars (USD100, 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 installments. Calculation of the first three (3) quarterly installments 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. The levy referred to in this clause shall not include revenue generated from international incoming communication traffic.
- (c) Radio Licence fees in accordance with Spectrum Licence Fee Schedule published by the Authority under the Act.

5.2. All fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

5.3. The Authority may revoke this Licence if licence fees remain outstanding for a period of more than six (6) months from the date such fees became due.

6. International Call Termination Rate

- 6.1. The Licensee shall charge a minimum of USD 0.20 or as advised by the Authority from time to time for all international incoming voice traffic.
- 6.2. The Licensee shall submit to the Authority within ten (10) days any information or data required by the Authority to establish mechanisms and measures for monitoring compliance with this clause.
- 6.3. The licensee shall collect and remit to the Authority a fee of USD 0.08 per minute from the revenues generated from international incoming voice traffic.
- 6.4. All fees collected under clause 6.3 shall be payable to the Authority within seventy five (75) days from the last day of the month in which the fees were paid from international carriers, failure of which shall attract a penalty of 20% of the amount of the fees.
- 6.5. The Authority may, from time to time, revise the minimum rate and the amount of the fee applicable to international incoming voice traffic under this clause.

7. Accounting Requirements

- 7.1. The Licensee shall within three (3) months of the end of each financial year either:
 - (a) provide the Authority with annual financial statements audited in a manner consistent with internationally recognized standards and certified by a qualified independent auditor; or
 - (b) provide the Authority with a written statement of the reasons the audited financial statements cannot be provided within that period and agree with the Authority a date for their provision, which date shall not be more than six (6) months after the end of the financial year to which the accounts relate.
- 7.2. The Licensee shall maintain management accounts in accordance with generally accepted accounting standards.

8. Performance Guarantee

- 8.1. The Licensee shall provide a guarantee acceptable to the Authority in the amount of Forty Thousand United States Dollars (USD 40, 000) to secure the performance of the Licensee's obligations contained in this Licence.
- 8.2. The Licensee shall ensure that the guarantee is issued within thirty (30) days from the Effective Date or anniversary of the Effective Date, whichever applies. The Licensee shall renew the guarantee annually within twenty eight (28) days of the date of its expiry.

8.3. Failure to furnish the performance guarantee under this clause by the Licensee shall be deemed as a substantial breach of this Licence and the Authority may revoke the Licence in accordance with its terms and conditions.

8.4. In the event that the Authority imposes a penalty upon the Licensee for any breach of the Licence conditions, the Authority shall, without prejudice to any of its rights or remedies under the Licence or the Act, have the right to draw upon the performance guarantee to partly or fully satisfy the penalty so imposed upon giving seven (7) days notice to the Licensee, together with reasons for doing so.

8.5. The Authority may take any other action against the Licensee to satisfy the penalty imposed where the guarantee is inadequate to satisfy the penalty.

9. Provision of Information

9.1. 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.

9.2. The Licensee shall furnish the Authority records, audited financial statements, management accounts, raw technical data, ICT indicators, reports, returns, 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.

9.3. 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.

9.4. The Authority may inspect files, records, accounts 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.

9.5. The Licensee shall bear the cost of any expenses it incurs in ensuring compliance with record keeping and provision of information.

10. Compliance

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.

11. Network Coverage

11.1. Unless otherwise approved by the Authority, the Licensee shall provide network services in the areas and by the dates specified in Schedule 1.

11.2. The Licensee shall submit to the Authority not later than thirty (30) days after the end of its financial year a report of its performance in relation to the network service targets stipulated in Schedule 1 in the preceding financial year.

11.3. Network Service Targets set in Schedule 1 shall be reviewed by the parties after five (5) years.

12. Public Emergency Services

12.1. The Licensee shall provide connectivity to Application Service Operators for emergency services twenty-four (24) hour free of charge.

12.2. The Licensee shall facilitate and cooperate with all government bodies, departments and official agencies responsible for emergency services and national security in line with the National Numbering Plan.

12.3. The Licensee may facilitate connectivity to emergency services through a centralised call centre designated by the Authority.

12.4. Where interconnection for the connectivity to emergency numbers or short codes is required, the Licensee shall not claim or charge interconnection fees from any other network service operator.

13. Network Service Development

13.1. The Licensee shall submit for notification to the Authority a Development Plan setting out targets for on-going development of its network services and shall outline the achievement measurements for the targets of the plan and the Authority reserves the right to require the Licensee to review any aspect of the plan that is inconsistent with the Act and any Regulation.

13.2. The Licensee shall submit to the Authority the Plan stipulated in clause 13.1 within thirty (30) days from the Effective Date.

13.3. The Licensee may from time to time review its Development Plan to accommodate technological changes in the industry.

14. Quality of Service Standards

14.1. The Licensee shall ensure that its network shall conform to ITU, ETSI, and GSM MoU specifications and any other national and international standards as specified by the Authority as applicable to all public telecommunication networks in the Republic of Malawi.

14.2. The Licensee shall achieve the Quality of Service (QoS) standards as specified in the Communications (Quality of Service) Regulations 2016 as currently in force and as the same may hereafter be amended, re-enacted or superseded from time to time and in any other applicable Regulations.

14.3. The Licensee shall ensure that voice and data traffic passes through its network with minimal interference, degradation or loss.

14.4. Where the Licensee fails to meet six (6) or more QoS targets with margin failure of 10% or more, the Licensee shall be deemed to have been issued with a first warning for failure to meet such targets for the first time and if the Licensee fails to meet QoS targets a second time it shall be deemed to have been issued with a final warning and any subsequent failure to meet QoS target shall be deemed substantial and continuing breach of this licence entitling the Authority to revoke the Licence.

14.5. The Licensee shall adhere to the following service conditions:

(a) the provision of a system designed and maintained to provide the Services continuously twenty four (24) hours a day throughout the year;

(b) the rectification of all failures and restoration of service within the shortest practicable time; and

(c) the use of its best endeavors to minimize down-time for essential maintenance and network upgrade.

14.6. The Licensee shall maintain records regarding its compliance with this clause and the Authority may at any time request the submission of such records.

14.7. Without compromising the QoS standards the Licensee shall ensure efficient use of spectrum.

14.8. Where there is the possibility of cross border radio interference, the Licensee shall provide support to the Authority in coordination meetings with the affected country.

14.9. The Authority may not impose any penalties for failure to meet QoS targets as a result of force majeure, provided that the Licensee shall promptly notify the Authority within three (3) hours of the facts and circumstances giving rise to such inability to comply and the Licensee shall take any commercially reasonable action necessary to correct any fault or avoid any such circumstances so as to re-establish compliance with QoS targets.

14.10. In any circumstances under clause 15.9 above, the Licensee shall make public announcements of the network failure through radio, print media or any other reasonable means possible.

14.11. The Authority reserves the right to inspect and independently verify the cause and extent of the failure to comply with the QoS targets.

14.12. The Licensee shall make all reasonable endeavors to comply with the applicable recommendations of the ITU and its associated organizations.

15. Application of International Telecommunication Regulations

15.1. The Licensee shall comply with any international agreements that have been ratified by the Government of Malawi.

15.2. Where any international organization to which a network service operator in the Republic of Malawi wishes to belong and requires that there should be a single signatory per country, the Licensee may be that signatory upon liaising with other interested network service operators provided that the Licensee shall protect and promote the interests of all network service operators in Malawi.

15.3. The Licensee shall comply with any Regulations issued by the Authority on traffic routing, accounting rates and settlement procedures for international Voice Telephony Services.

16. Spectrum Obligations

16.1. The Licensee shall not use any frequency without prior assignment by the Authority.

16.2. 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 date of receipt of the application.

16.3. 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.

16.4. The Licensee shall submit to the Authority a spectrum usage report within fourteen days from the date of request.

16.5. The Authority may assign 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 Band Plan and any applicable Regulations.

16.6. The Authority reserves the right to make any re-arrangement in the assignment within the band for maintaining the continuity of spectrum allocated or assigned if required in the future and the Licensee shall ensure that its equipment shall have provision to readjust according to such re-arrangement.

16.7. The Authority will make re-arrangement stipulated under clause 17.6 for any of the following reasons:

- (a) to create a level – playing field for all operators;
- (b) to achieve overall objectives of the Authority under the Act and any other relevant Regulations made thereunder; or
- (c) to comply with international best practices.

16.8. The Authority shall at any time inspect and analyze the spectrum efficiency of any assigned frequencies to ensure proper utilization of the frequencies.

16.9. 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.

16.10. The Authority shall revoke a radio licence assigned to any 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.

17. Type Approval

17.1. Subject to applicable Regulations, the Licensee shall submit to the Authority for type approval any network equipment in use and to be used for connection or access. The Licensee shall make the submissions in a form and manner as specified by the Authority.

17.2. The Licensee shall not permit any Application Service Operator to connect any Terminal equipment unless it is type approved by the Authority.

17.3. The Licensee shall accept as conclusive evidence that terminal equipment is type approved by the Authority based on a written statement of compliance issued by the Authority in line with applicable Regulations.

17.4. The Licensee shall consult with the Authority from time to time regarding the arrangements for testing and type approval of Terminal Equipment

18. Numbering

The Licensee shall facilitate the provision of services requested by the Application service operator and other authorized entities using assigned Numbering resources in line with the National Numbering Plan.

19. Tariff

19.1. The Licensee shall before providing any network service, submit to the Authority for approval its proposed tariff structure for the network service.

19.2. The tariff structure proposal under Clause 19.1 above shall include:

- (a) a description of the service;
- (b) terms and conditions on which the services are offered;
- (c) the methodology adopted for determining the charges and the justification for any changes in the methodology;
- (d) any relevant information that it proposes to publish to Network Service operators. Information to be published shall be in a form which is readily available, current and easy to understand; and
- (e) any other information as stipulated by the Authority.

19.3. The Licensee shall ensure that charges for its network service are based on the approved tariff structure.

19.4. The Licensee shall not impose any charges for the provision of any specified network service without the prior approval of the Authority.

19.5. For the avoidance of doubt, the Licensee shall provide the specified service at the charges, terms and conditions so approved by the Authority and shall not depart or change the tariff structure without prior approval of the Authority.

19.6. In approving the tariff structure under this clause the Authority shall be guided by the need to ensure that such charges are transparently derived from relevant costs with a rate of return considered reasonable.

19.7. The Licensee shall notify the Authority on any increase in tariffs and shall cause the same to be published in the licensee's website within seven (7) days of their coming into operation.

20. Interconnection Obligations

20.1. Subject to the Act, the Licensee shall enter into an interconnection agreement with any network service operator and such interconnection agreement shall include:

- (a) the connection of the Licensee's network to any other licensed network service operator in accordance with Section 60 of the Act and any applicable Regulations made there-under;
- (b) the handing over of traffic in either direction between the Licensee and other network service operators;
- (c) the provision of related services requested by other network service operators; and
- (d) any other services as approved by the Authority from time to time

20.2. If the initial interconnection agreement with a network service Operator is not concluded within three (3) months, the provisions of clause 20.10 shall apply.

20.3. The terms and conditions of any interconnection agreement entered into by the Licensee shall:

- (a) be in accordance with the terms and conditions of this Licence;
- (b) comply with the Act and any Regulations made thereunder;
- (c) not discriminate against any other network service operator;
- (d) conform with the standards referred to in clause 24 of this Licence;
- (e) not cause harm to any electronic communications network; and
- (f) not discriminate based on technology used, type of carriers being connected, or the services to be provided, unless there are technical factors requiring different standards.

20.4. The Licensee has the right to enter into an interconnection agreement with any other network service operator, provided that arrangements for interconnection do not adversely affect the rights and obligations of the Licensee and any other network service operators or its applications service operators including such applications service operators' right to privacy and to confidentiality of any communications.

20.5. An Interconnection agreement made under the terms of this Licence shall include:

- (a) the type of services to be offered;
- (b) the method to configure and maintain the connection to the Licensee's network and vice versa;
- (c) the points of Interconnection of the networks;
- (d) the capacity required to ensure a reasonable grade of service on agreed commercial terms between the parties;
- (e) a requirement that any traffic is received with a specifically defined minimum quality of service;
- (f) the billing and collection arrangement between the parties;
- (g) that the Licensee shall provide Interconnection services to the requesting network service operator on cost based principles in accordance with applicable Regulations;
- (h) subject to the performance to other network elements and system, that the interconnection arrangements shall ensure that the quality of service offered to the application services users in the Republic of Malawi is not degraded. The arrangements for interconnection between the Licensee's network and other networks shall also ensure that there are regular exchange of technical information and network management data relevant to the operation and maintenance of the Licensee's and other electronic communication networks, including traffic routing, carried traffic, network failure rates and scheduled maintenance;
- (i) that future requirements for interconnection are facilitated in accordance with the conditions of this Licence and in consultation with other network service operators within three (3) months of a notice of such requirements being given; and
- (j) where applicable, arrangements for communication with other network service operators for the provision of access to Emergency Services.

20.6. The Licensee shall, after negotiating an interconnection agreement, submit to the Authority an application for approval of the interconnection.

20.7. The application made under Clause 21.6 shall be accompanied by a copy of the proposed interconnection agreement.

20.8. The Authority shall, within thirty days of receipt of the application, make a decision on the application.

20.9. The Authority may declare void any term of the proposed interconnection agreement considered to be inconsistent with the Act or any applicable Regulation.

20.10. Where the Licensee requests for interconnection and is unable to conclude an interconnection agreement with any network service operator within three (3) months from the written request for interconnection it shall refer the matter to the Authority for determination with a copy to the other licensee.

20.11. In making its determination pursuant to clause 21.8 above, the Authority shall consider such factors that it considers necessary including terms and conditions that are:

- (a) consistent with the objectives of any applicable ICT related policy;
- (b) not less favourable than those for any similarly licensed operator providing network services in the Republic of Malawi; and
- (c) based on commercial terms.

20.12. When requested to make its determination under clause 12.10, the Authority shall determine the terms and conditions of interconnection within thirty (30) days of receipt of the written request from the Licensee.

- 20.13. Any network interconnection agreement made pursuant to this clause shall be filed with the Authority and may be open to inspection by the public upon written request to the Authority.
- 20.14. The Licensee may at time, make a written request to the Authority to review any term(s) of the interconnection agreement. Where such request has been made, the Licensee shall supply the other party copies of the request.
- 20.15. The Licensee may refuse to interconnect with other operators on any of the grounds set out in section 62(4) of the Act.
- 20.16. Where the Licensee refuses to interconnect with any other operator it shall submit to the Authority the reasons for such refusal and the Authority reserves the right to make an assessment of the reasons given and either uphold or overrule the decision of the licensee.

21. Network Access by Application and Content Service Operators

- 21.1. The Licensee may enter into Network Access Agreement with Application, Network and Content Service operators for access to its electronic communication network as specified under the applicable Regulations.
- 21.2. The Network Access Agreement under Clause 22.1 shall be made on a non-discriminatory basis by means of the connection offered to all users in accordance with access arrangements specified in this clause.
- 21.3. The Licensee shall not impose restrictions on usage of the services acquired by a Application and Content Service Operators from the Licensee under the network access agreement.
- 21.4. The Licensee shall offer any of its network services to any Application and Content Service provider at wholesale rates.
- 21.5. The Licensee shall notify the Authority of any Network Access Agreement it has entered into and file a copy of the agreement with the Authority within fifteen (15) days from the conclusion of the Agreement.
- 21.6. When requested to make a determination or to resolve a dispute under this clause, the Authority shall make such determination or resolution within sixty (60) days of receipt of the written request.
- 21.7. The Licensee may refuse to offer access of its network to Application and Content Service operators if it is technically or economically not feasible to do so.
- 21.8. Where the Licensee refuses to offer access of its network to Application and Content Service operators it shall submit to the Authority the reasons for such refusal and the Authority shall reserve the right to make an assessment of the reasons given and either uphold or overrule the decision of the licensee.

22. International and Domestic Roaming

The Licensee shall facilitate domestic and international roaming services by application service operators.

23. Anti-Competitive Conduct, Unfair Competition and Discrimination

- 23.1. The Licensee shall not engage in anti-competitive conduct which in the view of the Authority inhibits or impedes fair competition including exploiting a position of dominance such as to unreasonably gain an advantage which impedes, limits, restricts or distorts fair competition.
- 23.2. Acts of anti-competitive conduct envisaged in clause 23.1 include engaging in predatory price cutting which may be implied where:
- (a) a service is priced at less than marginal cost for two (2) consecutive months or more;
 - (b) costs charged are likely to price competition out of the market or deter competitors from entering the market;
 - (c) the Licensee is able to recoup the full amount of the loss incurred during the period of price cutting;
 - (d) engaging in cross subsidizing where revenues for any services are used to unfairly cross subsidize the price of other services or equipment;
 - (e) engaging in unfair pricing such as to reduce or eliminate competition including fixing prices for services or equipment at a level which cannot be re-sold with a profit margin to application and content service operators;
 - (f) entering into exclusive arrangements which deny competitors access to network services.

23.3. The Licensee, on his own or through others, shall not engage in any practice which unfairly restrict or is likely to restrict competition in the industry or which deters or restricts or is likely to deter or restrict new entrants into the market including:

- (a) asserting false or misleading claims on the availability or quality of its or competitors networks;
- (b) degrading the availability or quality of its or competitor's networks or unfairly raising its business, operations or technical costs;
- (c) unlawfully interfering with the suppliers or customers of its or competitors' networks; or
- (d) providing false information to other electronic communications operators or competitors or to any other third party.

23.4. In the provision of the Services, the Licensee shall not discriminate against or show any preference to any other Application and Content Service operators and shall provide network services to Application and Content Service operators that are equal in quality, subject to the same conditions and provided within the same provisioning time intervals that the licensee provides to others.

23.5. Unless otherwise expressly provided for in this Licence, the Licensee shall not prohibit, prevent or frustrate the provision of electronic communication network services by any person lawfully able to provide such services.

23.6. The Licensee shall not enter into any contract with, merge with or acquire any other entity with the intention or effect of preventing, restricting or distorting competition in the provision of network services.

23.7. The Licensee shall comply with any other laws and Regulations which relate to fair trading or competitive behaviour.

23.8. Where the Authority is satisfied that there are reasonable grounds to believe that the Licensee is, alone or in concert with others, engaged in anti-competitive practices to the disadvantage of users of the Services contrary to the Act and any applicable law, it shall make a determination and impose any applicable regulatory sanctions under this licence.

23.9. In making a determination on anti-competitive practices under clause 23.8, the Authority may consult the Competition and Fair Trading Commission.

24. Significant Market Power (SMP)

24.1. Where the Authority determines that the Licensee has Significant Market Power (SMP) in accordance with any applicable law or Regulations, it shall impose additional obligations relating to anti-competitive practices in its licence to prohibit the Licensee from abusing its dominant position through anti-competitive conducts.

24.2. In determining whether or not a Licensee has significant market power and in determining additional obligations to be imposed on a Licensee found to hold significant market power, the Authority shall have recourse to applicable laws and shall consult the Competition and Fair Trading Commission.

25. Universal Service (US) Obligations

25.1. The Licensee shall contribute to the Universal Service Fund (USF) through levies payable under Clause 5 and in accordance with the provisions of the Universal Service (US) Regulations.

25.2. The Authority shall from time to time determine the percentage of the levies payable to the Universal Service Fund from the levies collected under Clause 5.

26. Customer Confidentiality

26.1. The Licensee shall maintain confidentiality in respect of all information provided by Application and Content service operators

26.2. The Licensee shall not use any information received to unduly benefit it or any associated person or use it in a manner that is anti-competitive towards other network service operators.

27. Monitoring

27.1. The Authority shall have the right to establish, maintain and install an electronic monitoring system using any

applicable technology for the purposes of allowing off line and on line data submission necessary for the monitoring and enforcing compliance by the Licensee with its obligations under the Act and any Regulations.

27.2. Unless otherwise agreed by the parties, the Licensee shall within seven (7) days upon request from the Authority provide any information or data of its network that is necessary for the electronic monitoring system, in the manner and format specified by the Authority.

27.3. The Licensee shall facilitate, provide and maintain appropriate interface points and links between its network and the Authority's monitoring system at all times for the purposes of monitoring its network services and application services being carried on their network.

27.4. In complying with 28.3 above, the Licensee shall comply with directions issued by the Authority.

28. Resource Sharing

28.1. The Licensee may whenever technically and economically feasible and subject to a negotiated agreement, make available its network resources or part of it to any other network service operators.

28.2. The Licensee may collaborate on installing a shared network with other networks service operators to facilitate One Stop Shop (OSS) services for all VAS providers so as to enhance easy interconnectivity.

29. Health and Environmental Concerns

29.1. 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 their network equipment including transceivers and other locations of installations.

29.2. The Licensee shall as much as possible use green technology in its systems, and shall ensure that the technology constitutes at least 20% of its off- grid network equipment including transceivers within five (5) years from the effective date.

29.3. 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.

30. Ownership

30.1. The holder of this Licence must be incorporated in Malawi.

30.2. The Licensee shall ensure it has at least twenty (20%) local Malawian shareholding which shall be maintained throughout the period of the Licence.

30.3. The Authority may revoke the Licence where the Licensee effects change of shareholding that effectively affect the control of the licence without prior approval of the Authority or fails to comply with local ownership requirements under clause 30.2.

30.4. The Licensee shall notify the Authority of any changes that affects more than 10% of its shareholding.

30.5. Unless otherwise agreed by the Authority, the Licensee shall notify the Authority of any joint venture agreement it may enter with third parties to provide network service in Malawi not later than thirty (30) days before any such agreement takes effect, giving particulars of that agreement including a copy thereof.

31. Local Empowerment

31.1. The Licensee shall ensure that at least 50% of the executive management are Malawian nationals and that it shall not employ more than five percent (5%) of foreign nationals for the rest of its staff.

31.2. The Licensee shall, during the term of licence, take measures to ensure participation in its management structure by local indigenous Malawians.

32. Transfer of Licence

The Licensee shall not assign or transfer this License without prior written consent of the Authority.

33. Licence Amendment

33.1. 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.

33.2. Before amending any provision of this Licence, the Authority shall:

- (a) notify the Licensee 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.

33.3. The Authority shall give the Licensee not less than thirty (30) days from the date of the notice to submit a response to the proposed amendment.

33.4. If the Licensee does not respond within the period given under clause 23.3 the Authority shall proceed with the proposed amendment which shall take effect upon its publication in the *Gazette*.

33.5. 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.

33.6. The Licensee shall comply with all new terms and conditions issued by the Authority.

34. Revocation of Licence

34.1. 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 achieve the networks service roll-out targets;
 - (ii) failure to achieve specified Quality of Service Standards;
 - (iii) failure to provide performance guarantee;
 - (iv) providing false information regarding the information necessary for renewal or any other information requested by the Authority pursuant to this Licence;
 - (v) failure to comply with lawful orders issued by the Authority pursuant to powers under this Licence;
 - (vi) conducting in uncompetitive market behavior or trade practices;
 - (vii) failure to pay outstanding License fees for over a period of six (6) months from the Effective Date or anniversary of the Effective Date; or
 - (viii) any other breach of the licence which is deemed substantial by the Authority taking into consideration the factors listed in Clause 34.2;
- (b) if the Licensee has been declared insolvent; or
- (c) if the Licensee agrees in writing to cancel the Licence.

34.2. Without prejudice to Clause 34.1, in determining whether a breach is substantial or not, the Authority shall consider:

- (a) the nature or gravity of the breach;
- (b) the seriousness of the consequences of the breach;
- (c) whether the breach significantly impairs the Licensee's ability to discharge its obligations under the Licence;
- (d) whether the breach demonstrates the Licensee's significant inability to meet the conditions of the Licence; or
- (e) whether the breach has been repeated or is continuing.

34.3. 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.

34.4. 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.

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

35. Regulatory Sanctions

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.

36. Emergency Crisis Management

36.1. The Licensee shall submit to the Authority for approval a Business Continuity Plan which shall include disaster recovery plan (DRP), setting out the emergency crisis management team and priorities and procedures it will apply for restoring its network in the event of a disaster or national emergency.

36.2. The Authority shall communicate its decision on the Business Continuity Plan submitted under Clause 27.1 for approval within 90 days from the date of submission.

36.3. The Licensee shall from time to time review and where necessary revise its Business Continuity Plan (BCP) and in such event it shall ensure that the Authority is furnished with the most current version of the Plan.

36.4. The Licensee shall as soon as possible provide information for the restoration of its networks service.

36.5. The Authority may from time to time cause to be carried out by the licensee Practical Tests on the Licensees networks service to assess the effectiveness or functionality.

37. Exercise of Powers

In exercising any powers granted to the Authority in terms of this licence, the Authority shall:

- (a) act reasonably having regard to all surrounding circumstances;
- (b) prior to exercising any power, afford the Licensee reasonable opportunity to make representations to the Authority in respect of all relevant issues; and
- (c) at the request of the Licensee, furnish written reasons for any decision made.

38. Force Majeure

38.1. Any failure by the Licensee to comply with any obligation, term or condition of the Licence shall be exempted to the extent that it is caused by an event beyond the control of the Licensee, including extreme weather conditions, fire, war or civil strife.

38.2. The Licensee shall use reasonable endeavours to minimize the impact on its operations of any event of this nature and to remedy, if possible, the failure.

38.3. The Licensee shall keep the Authority informed of any problems which may be encountered, their consequences on its operations and the steps it is taking to address them.

39. Corporate Social Responsibility (CSR)

The licensee shall endeavor to carry out corporate social responsibility as part of its obligations under the Licence.

40. Liability

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, its service providers, servants, or agents in connection with the provision of the networks service.

41. Performance Assessment

The Authority shall in the third (3rd), sixth (6th) and ninth (9th) years of this Licence review the performance of the Licensee against the terms and conditions of the Licence

42. Renewal of the Licence

42.1. This Licence may be renewed by the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its licence provisions.

42.2. In deciding whether to renew the licence the Authority shall consider whether:

- (a) the Licensee performed in accordance with the obligations of its licence;
- (b) the Licensee continues to meet the eligibility requirements under the Act;
- (c) the Licensee continues to be financially and technically capable of meeting his obligations under the Act and any other related laws; and
- (d) the Licensee has not, during the validity period of this Licence, contravened the provisions of the Act, the terms and conditions of the Licence, the rules issued by the Authority or any other relevant laws and regulations.

42.3. The Licensee shall apply for renewal in writing not later than twelve (12) calendar months before the expiration of the term of its Licence.

42.4. On renewal, the Authority may amend the provisions of this Licence as necessary to take into account any changes in the industry or address any challenges experienced by the Authority and the Licensee.

43. Dispute Resolution

43.1. 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.

43.2. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of competent jurisdiction.

44. Miscellaneous

44.1. The Licensee shall comply with all terms and conditions of this Licence, applicable laws and Regulations issued by the Authority from time to time.

44.2. 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.

44.3. 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.

44.4. 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.

44.5. 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.

44.6. The Authority shall keep confidential any information provided to it as part of the exercise of its functions under the Act which the Licensee has marked as confidential.

44.7. Notwithstanding clause 45.6, the Authority may disclose information that it has been notified should be kept confidential if such disclosure is essential in order to fulfil its functions under the Act or if so directed under an order of a court.

44.8. Nothing in the provisions of this License 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.

44.9. 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.

Dated this 25th Day of February, 2022.

STANLEY C. KHAILA PHD
Chairperson

MR DAUD SULEMAN
Director General

SCHEDULE 1: TARGETS (SERVICE QUALITY & COVERAGE)

Table S1A Service Quality Targets.

Table S1B Coverage Targets.

TABLE S1A – SERVICE QUALITY						
PHASE	IMPLEMENTATION TARGET	COVERAGE TARGETS				PENALTY
		(Received Signal Strength (RxL ev) Received signal Quality (RxQual))				
		INDOOR	OUTDOOR	IN CAR	QoS Targets	
PHASE ONE 7th February 2014 + 12 months	Blantyre, Lilongwe, Mzuzu & Zomba, plus feeder roads up to 25 Km from each city centre	≥-75.6dbm	≥-93.26dbm	≥-77.6dbm	0<5	\$100000 or proportion thereof in relation to number of places unserved
PHASE TWO 7th February 2014 + 24 Months	Mulanje, Thyolo, Chikhwawa, Balaka, Mwanza, Mangochi, Ntcheu, Dedza, Kasungu, Salima, Rumphi, Karonga, Mzimba Nehalo, Makwasa, Chitakale, Luchenza, Namadzi, Liwonde, Ntja, Ulongwe, Nkopola, Monkey Bay, Kamphata, Nathenje, Mvera	≥-75.6dbm	≥-93.26dbm	≥-77.6dbm	0<5	\$100000 or proportion thereof in relation to number of places unserved
PHASE THREE 7th February 2014 + 36 Months	Nsanje, Chiradzulu, Machinga, Phalombe, Mchinji, Nkhosakota, Dowa, Ntchisi, Chitipa, Nkhata-Bay, Ngabu, Muloza, Chimwala, Makanjila, Zalcwa/Mwanza T/O, Manjawila, Lizulu, Limhiye, Namitete, Mponela, Dwangwa, Chintheche, Vizara, Likoma Island, Mzokoto, Livingstonia, Chiweta, Nyungwe	≥-75.6dbm	≥-93.26dbm	≥-77.6dbm	0<5	\$100000 or proportion thereof in relation to number of places unserved

PHASE FOUR Effective Date - 60 Months	A minimum of 10 Km either side of the M1 and M2 roads and up to 10 Km for M3, M5 and M12 trunk roads	~75.6dbm	~93.26dbm	≥77.6dbm	0<5	90% of the coverage	\$100000 or proportion thereof in relation to number of places unserved
---	--	----------	-----------	----------	-----	------------------------	--

TABLE S1B GEOGRAPHIC COVERAGE							
PHASE	IMPLEMENTATION TARGET	PENALTY					
PHASE ONE 7th February 2014 + 12 Months	Mwenewanya - Karonga Ruarwe - Rumphu Dzozone - Zomba Kameme - Chitipa Matope - Balaka Njerenge - Balaka Chigwaja - Blantyre Maliya - Blantyre Pensulo - Blantyre	\$100000 or proportion thereof in relation to number of places unserved					
PHASE TWO 7th February 2014 + 24 Months	Padzuwa - Blantyre Chilombo - Zomba Ulumba - Zomba Misonali - Balaka Ligowe - Ntcheu Kawaliza - Mwanza Thabeni - Thyolo Thukuta - Thyolo Nambazu - Phalombe	\$100000 or proportion thereof in relation to number of places unserved					
PHASE THREE 7th February 2014 + 36 Months	Mlolo Sono - Chikhwawa Sitolo - Mulanje Namanya - Mulanje Nkhulambe - Phalombe bumba - Machinga Mphonde - Phalombe Chinyama - Mulanje Mpinda - Phalombe Mpala - Mulanje	\$100000 or proportion thereof in relation to number of places unserved					
PHASE FOUR 7th February 2014 + 60 Months	Chimwanjale - Mwanza Chitawo - Chiradzulu Chiswang'oma - Phalombe Chambe - Mulanje January - Thyolo Njerenge - balaka Nyavika - Machinga Chubula - Machinga Sadzweya - Machinga Sitolo - Mulanje Mkwepete - Machinga	\$100000 or proportion thereof in relation to number of places unserved					

GENERAL NOTICE NO. 35

Licence No. CLF/NCSCS/CAN/10/2022



**THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
RENEWAL NATIONAL COMMERCIAL SOUND CONTENT LICENCE**

Issued to

Channel for all Nations

Issued pursuant to Sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to CHANNEL FOR ALL NATIONS ("the Licensee") in respect to the provision of a Community of Interest Sound Content Broadcasting Service with effect from the 1st day of April 2022 and valid for a period of seven (7) years.

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 term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 1st day of April, 2022.

STANLEY C. KHAILA PHD

Chairperson

DAUD SULLMAN

Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled CHANNEL FOR ALL NATIONS an entity that is duly registered as such in terms of the applicable law of the Republic.
- 1.2. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.3. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.4. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without prior written approval of the Authority.
- 1.5. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.6. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

- 2.1. The commencement date of the Licence shall be from the effective date as published in the *Gazette*.
- 2.2. The Licence shall be valid for a period of seven (7) years from the effective date.

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 Three Thousand US dollars (USD3000) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments 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 fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

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

4. Scope of Licence

4.1. The Licensee is authorized to provide a Community of Interest Sound Content Broadcasting Service throughout the Republic.

4.2. The Licensee is authorized to broadcast from studios situated at the following addresses:

(a) Blantyre;

(b) Lilongwe;

(c) Mzuzu; and

(d) any other studios to be developed from time to time including outside broadcasting.

5. Name of Station

5.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a geographical community sound content broadcasting service under this Licence is—"CAN RADIO"

5.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.

5.3. The Licensee may, in the place of the name of the station as specified in sub-clause 5.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 5.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further 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.

6. Roll Out Obligations

6.1. The licensee shall roll out services within twelve (12) months from the effective date of its license.

6.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.

6.3. The Authority may extend the roll out period referred in subsection (1):

(a) only once;

(b) for a period not longer than 12 months; and

(c) only on grounds of force majeure event as accepted the Authority.

7. Programming

7.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.

7.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule

7.3. The licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

8. General Terms and Conditions for a Broadcasting Content Service Licence

8.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

9. Notices

9.1. All communication between the parties made pursuant to 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.mw

In case of the Licensee: to

The General Manager

Physical address:

Postal address:

Telephone number:

Facsimile number:

E-mail address:

- 9.2. Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days prior to the change.

Signed on this 1st day of April, 2022.

STANLEY C. KHEMLA PHD

Chairperson

DAUD SULEMAN

Director General

ANNEX 1

Clause 7.1

LICENCE FORMAT

Licensee :

Station Name :

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 one hundred and twenty (120) days of 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.

GENERAL NOTICE NO. 36

Licence No. CLF/CCL/RD/6/2022



THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
RENEWAL GEOGRAPHICAL COMMUNITY CONTENT LICENCE

Issued to
Radio Dinosaur

Issued pursuant to Sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to Radio Dinosaur ("the Licensee") in respect to the provision of a Geographical Community Sound Content Service with effect from the 27th day of July 2020 and valid for a period of seven (7) years.

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 term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 1st day of April, 2022.

STANLEY C. KHAILA PHD
Chairperson

DAUD SULEMAN
Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled Radio Dinosaur an entity that is duly registered as such in terms of the applicable law of the Republic.
- 1.2. The Licensee shall be fully controlled by a non-profit making entity and shall operate for non-profit purposes.
- 1.3. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.4. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.5. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without prior written approval of the Authority.
- 1.6. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.7. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

- 2.1. The Licence shall be valid for a period of seven (7) years from the Effective Date, namely the 27th day of July 2020.

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 One Hundred United States dollars (USD 100) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments 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 fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

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

4. **Scope of Licence**

4.1. The Licensee shall provide a Geographical Community Sound Content Broadcasting Service.

4.2. The Licensee shall broadcast from studios situated at the following addresses or such other address as approved by the Authority—Karonga Boma, Old MRA Building.

4.3. The Licensee shall broadcast over a maximum coverage radius of 50 kilometers from the address stated in Clause 4.2.

5. **Name of Station**

5.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a geographical community sound content broadcasting service under this Licence is—"Radio Dinosaur"

5.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.

5.3. The Licensee may, in the place of the name of the station as specified in sub-clause 5.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 5.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further 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.

6. **Roll Out Obligations**

6.1. The licensee shall roll out services within twelve (12) months from the effective date of its license.

6.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.

6.3. The Authority may extend the roll out period referred in subsection (1) -

(a) only once;

(b) for a period not longer than 12 months; and

(c) only on grounds of force majeure event as accepted the Authority.

7. **Programming**

7.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.

7.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule

7.3. The licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

8. **General Terms and Conditions for a Broadcasting Content Service Licence**

8.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

9. **Notices**

9.1. All communication between the parties made pursuant to 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.mw

In case of the Licensee; to

The General Manager

Physical address:

Postal address:

Telephone number:

Facsimile number:

E-mail address:

- 9.2. Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days prior to the change.

Signed on this 1st day of April, 2022.

STANLEY C. KHAILA PHD

Chairperson

DAUD SULEMAN

Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee :

Station Name :

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 one hundred and twenty (120) days of 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.

GENERAL NOTICE No. 37

Licence No. CLF/PSCL/MBC1/11/2022



THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
RENEWAL PUBLIC SOUND CONTENT LICENCE

Issued to

Malawi Broadcasting Corporation (MBC RADIO 1)

Issued pursuant to Sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to Malawi Broadcasting Corporation (MBC Radio 1) ("the Licensed") in respect to the provision of a Public Sound Content Service with effect from the 14th day of July 2019 and valid for a period of seven (7) years.

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 term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 1st day of April, 2022.

STANLEY C. KHAILA PHD

Chairperson

DAUD SOLEMAN

Director General

PART I—PRELIMINARIES**1. Ownership and Control**

- 1.1. The Licence shall be owned and controlled Malawi Broadcasting Corporation as established under section 108 of the Communications Act (Cap 68:01 of the Laws of Malawi).
- 1.2. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.3. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee.

2. Commencement and Licence Period

- 2.1. The Licence shall be valid for a period of seven (7) years from the Effective Date, namely the 14th day of July 2019.

3. Licence Fees

- 3.1. The Licence fees payable by the Licensee to the Authority shall be as follows:
 - (a) An initial licence fee of Two Thousand US dollars (USD2000) payable in advance on or before the Effective Date or as otherwise agreed by the parties.
 - (b) An annual Licence fee of Two Thousand US dollars (USD2000) payable in advance on or before each anniversary of the Effective Date.
 - (c) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments 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.
 - (d) All fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.
 - (e) If, in any year, any licence fees or levies remain outstanding for a period of more than six (6) months from the date such fees became due, the Licence may be revoked.

PART II—PUBLIC SERVICE OBLIGATIONS**4. Provision of services throughout Malawi**

The Licensee shall provide public sound content services throughout the Republic.

5. Principles of Public Content Services

- 5.1. The Licensee shall provide public sound content services in accordance with the following principles:
 - (a) the provision of programmes that educate, entertain and inform;
 - (b) the encouragement of free and informed opinion on all matters of public interest;
 - (c) the need to reflect the wide diversity of Malawi's cultural life; and
 - (d) respect for human rights, the rule of law, and the Constitution.
- 5.2. The Licensee shall, in the provision the services:
 - (a) function without any political bias and independently of any person or entity;
 - (b) support the democratic process;
 - (c) refrain from broadcasting any matter expressing its opinion on current affairs or on matters of public policy; Provided that the Licensee shall not be restrained from making editorial comments;
 - (d) provide balanced coverage of any elections; and
 - (e) operate with regard to the public interest.

6. Provision of Impartial News and Information

The Licensee shall provide accurate and impartial news, current affairs and factual programming.

7. Standards and High Quality Services**7.1. The Licensee shall:**

- (a) Provide impartial, high-quality and distinctive public sound content services which educate, entertain and inform.
- (b) provide public sound content services to the highest editorial standards;
- (c) offer a range and depth of analysis and content not widely available from other Content Service Providers in the Republic using the highest caliber presenters and journalists so that all audiences can engage fully with major local, regional, national and global issues and participate in the democratic process, at all levels, as active and informed citizens.

8. To support learning

- 8.1. The licensee shall ensure that its programmes support learning for people of all ages about different subjects in ways they will find accessible, engaging, inspiring and challenging.
- 8.2. Without prejudice to the generality of Clause 8.1 the Licensee shall:
 - (a) provide specialist educational content to help support learning for children and teenagers across the Republic;
 - (b) encourage people to explore new subjects and participate in new activities through partnerships with educational, sporting and cultural institutions.

9. Culture

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

PART III—MISCELLANEOUS**10. Name of Station**

- 10.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a Public sound content broadcasting service under this Licence is—“**MBC Radio 1**”
- 10.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 10.3. The Licensee may, in the place of the name of the station as specified in sub-clause 10.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 10.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further 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.

11. Programming

- 11.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.
- 11.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule
- 11.3. The licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

12. General Terms and Conditions for a Broadcasting Content Service Licence

The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

13. Notices

13.1. All communication between the parties made pursuant to 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)1 810 497

Facsimile number: (265) 1 883 890

E-mail address: dg@macra.mw

In case of the Licensee: to

The Director General

Physical address:

Postal address:

Telephone number:

Facsimile number:

E-mail address:

13.2. Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days prior to the change.

Signed on this 1st day of April, 2022.

STANLEY C. KHAILA PhD

Chairperson

DAUD SULEMAN

Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee :

Station Name :

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 one hundred and twenty (120) days of 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.

GENERAL NOTICE NO. 38

Licence No. CLF/PSCL/MBC2/12/2022



**THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
RENEWAL PUBLIC SOUND CONTENT LICENCE**

Issued to

Malawi Broadcasting Corporation (MBC RADIO 2)

Issued pursuant to Sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to Malawi Broadcasting Corporation (MBC Radio 2) ("the Licensee") in respect to the provision of a Public Sound Content Service with effect from the 14th day of July 2019 and valid for a period of seven (7) years.

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 term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 1st day of April, 2022.

STANLEY C KILAILA PHD
Chairperson

DAUD SULEMAN
Director General

PART I—PRELIMINARIES**1. Ownership and Control**

- 1.1. The Licence shall be owned and controlled Malawi Broadcasting Corporation as established under section 108 of the Communications Act (Cap 68:01 of the Laws of Malawi).
- 1.2. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.3. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee.

2. Commencement and Licence Period

- 2.1 The Licence shall be valid for a period of seven (7) years from the Effective Date, namely the 14th day of July 2019.

3. Licence Fees

- 3.1 The Licence fees payable by the Licensee to the Authority shall be as follows:
 - (a) An initial licence fee of Two Thousand US dollars (USD2000) payable in advance on or before the Effective Date or as otherwise agreed by the parties.
 - (b) An annual Licence fee of Two Thousand US dollars (USD2000) payable in advance on or before each anniversary of the Effective Date.
 - (c) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments 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.
 - (d) All fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.
 - (e) If, in any year, any licence fees or levies remain outstanding for a period of more than six (6) months from the date such fees became due, the Licence may be revoked.

PART II – PUBLIC SERVICE OBLIGATIONS**4. Provision of services throughout Malawi**

The Licensee shall provide public sound content services throughout the Republic.

5. Principles of Public Content Services

- 5.1. The Licensee shall provide public sound content services in accordance with the following principles:
 - (a) the provision of programmes that educate, entertain and inform;
 - (b) the encouragement of free and informed opinion on all matters of public interest;
 - (c) the need to reflect the wide diversity of Malawi's cultural life; and
 - (d) respect for human rights, the rule of law, and the Constitution.
- 5.2 The Licensee shall, in the provision the services:
 - (a) function without any political bias and independently of any person or entity;
 - (b) support the democratic process;
 - (c) refrain from broadcasting any matter expressing its opinion on current affairs or on matters of public policy: Provided that the Licensee shall not be restrained from making editorial comments;
 - (d) provide balanced coverage of any elections; and
 - (e) operate with regard to the public interest.

6. Provision of Impartial News and Information

The Licensee shall provide accurate and impartial news, current affairs and factual programming.

7. Standards and High Quality Services**7.1. The Licensee shall:**

- (a) Provide impartial, high-quality and distinctive public sound content services which educate, entertain and inform.
- (b) provide public sound content services to the highest editorial standards;
- (c) offer a range and depth of analysis and content not widely available from other Content Service Providers in the Republic using the highest caliber presenters and journalists so that all audiences can engage fully with major local, regional, national and global issues and participate in the democratic process, at all levels, as active and informed citizens.

8. To support learning

8.1. The licensee shall ensure that its programmes support learning for people of all ages about different subjects in ways they will find accessible, engaging, inspiring and challenging.

8.2. Without prejudice to the generality of Clause 8.1 the Licensee shall:

- (a) provide specialist educational content to help support learning for children and teenagers across the Republic;
- (b) encourage people to explore new subjects and participate in new activities through partnerships with educational, sporting and cultural institutions.

9. Culture

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

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

PART III—MISCELLANEOUS**10. Name of Station**

10.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a Public sound content broadcasting service under this Licence is—"MBC Radio 2"

10.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.

10.3. 10.3 The Licensee may, in the place of the name of the station as specified in sub-clause 10.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 10.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further 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.

11. Programming

11.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.

11.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule

11.3. The licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

12. General Terms and Conditions for a Broadcasting Content Service Licence

The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

13. Notices

13.1. All communication between the parties made pursuant to 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)1 810 497

Facsimile number: (265) 1 883 890

E-mail address: dg@macra.mw

In case of the Licensee; to

The Director General

Physical address:

Postal address:

Telephone number:

Facsimile number:

E-mail address:

13.2. Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days prior to the change.

Signed on this 1st day of April, 2022.

STANLEY C. KHAILA PhD

Chairperson

DAUD SULEMAN

Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee :

Station Name :

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 one hundred and twenty (120) days of 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.

GENERAL NOTICE NO. 39

Licence No. CLF/CCL/MWR/7/2022

**MACRA**

**THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
COMMUNITY CONTENT LICENCE**

Issued to**Mudziwathu Community Radio****Issued pursuant to Sections 6 (2) (b) and 98 of the Communications Act 2016**

A licence is hereby granted to Mudziwathu Community Radio ("the Licensee") in respect to the provision of a Geographical Community Sound Content Service with effect from the 1st day of September 2020 and valid for a period of seven (7) years.

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 term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 1st day of April, 2022.

STANLEY C. KHAILA PHD*Chairperson***DAUD SULEMAN***Director General*

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled **Mudziwathu Community Radio** an entity that is duly registered as such in terms of the applicable law of the Republic.
- 1.2. The Licensee shall be fully controlled by a non-profit making entity and shall operate for non-profit purposes.
- 1.3. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.4. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.5. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without prior written approval of the Authority.
- 1.6. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.7. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

- 2.1. The Licence shall be valid for a period of seven (7) years from the Effective Date, namely the 1st day of September 2020.

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 One Hundred United States dollars (USD 100) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments 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 fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

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

4. Scope of Licence

4.1. The Licensee shall provide a Geographical Community Sound Content Broadcasting Service.

4.2. The Licensee shall broadcast from studios situated at the following addresses or such other address as approved by the Authority__Mehinji Boma.

4.3. The Licensee shall broadcast over a maximum coverage radius of 50 kilometers from the address stated in Clause 4.2.

5. Name of Station

5.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a geographical community sound content broadcasting service under this Licence is__"Mudziwathu Community Radio"

5.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.

5.3. The Licensee may, in the place of the name of the station as specified in sub-clause 5.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 5.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further 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.

6. Roll Out Obligations

6.1. The licensee shall roll out services within twelve (12) months from the effective date of its license.

6.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.

6.3. The Authority may extend the roll out period referred in subsection (1):

(a) only once;

(b) for a period not longer than 12 months; and

(c) only on grounds of force majeure event as accepted the Authority.

7. Programming

7.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.

7.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule

7.3. The licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

8. General Terms and Conditions for a Broadcasting Content Service Licence

8.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

9. Notices

9.1. All communication between the parties made pursuant to 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.mw

In case of the Licensee; to

The General Manager

Physical address:

Postal address:

Telephone number:

Facsimile number:

E-mail address:

- 9.2. Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days prior to the change.

Signed on this 1st day of April, 2022.

STANLEY C. KHAILA PHD

Chairperson

DAUD SULEMAN

Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee :

Station Name :

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 one hundred and twenty (120) days of 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.

GENERAL NOTICE No. 40

Licence No. CLF/CCL/NNR/S/2022



MACRA

THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
COMMUNITY CONTENT LICENCE

Issued to

Neno FM

Issued pursuant to Sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to Neno FM ("the Licensee") in respect to the provision of a Geographical Community Sound Content Service with effect from the 19th day of October 2020 and valid for a period of seven (7) years.

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 term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 1st day of April, 2022.

STANLEY C. KHAILA PHD
Chairperson

DAUD SULEMAN
Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled Neno FM an entity that is duly registered as such in terms of the applicable law of the Republic.
- 1.2. The Licensee shall be fully controlled by a non-profit making entity and shall operate for non-profit purposes.
- 1.3. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.4. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.5. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without prior written approval of the Authority.
- 1.6. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.7. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

- 2.1. The Licence shall be valid for a period of seven (7) years from the Effective Date, namely the 19th day of October 2020.

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 One Hundred United States dollars (USD 100) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments 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 fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

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

4. Scope of Licence

4.1. The Licensee shall provide a Geographical Community Sound Content Broadcasting Service.

4.2. The Licensee shall broadcast from studios situated at the following addresses or such other address as approved by the Authority—Neno Boma.

4.3. The Licensee shall broadcast over a maximum coverage radius of 50 kilometers from the address stated in Clause 4.2.

5. Name of Station

5.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a geographical community sound content broadcasting service under this Licence is—"Neno FM"

5.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.

5.3. The Licensee may, in the place of the name of the station as specified in sub-clause 5.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 5.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further 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.

6. Roll Out Obligations

6.1. The licensee shall roll out services within twelve (12) months from the effective date of its license.

6.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.

6.3. The Authority may extend the roll out period referred in subsection (1) -

(a) only once;

(b) for a period not longer than 12 months; and

(c) only on grounds of force majeure event as accepted the Authority.

7. Programming

7.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.

7.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule

7.3. The licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

8. General Terms and Conditions for a Broadcasting Content Service Licence

8.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

9. Notices

9.1. All communication between the parties made pursuant to 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.mw

- In case of the Licensee: to
- The General Manager
- Physical address:
- Postal address:
- Telephone number:
- Facsimile number:
- E-mail address:

9.2. Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days prior to the change.

Signed on this 1st day of April, 2021.

STANLEY C. KHAILA PHD
Chairperson

DAUD SULEMAN
Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee :

Station Name :

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 one hundred and twenty (120) days of 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.

GENERAL NOTICE NO. 41

Licence No. CLF/CCL/KK/13/2022



MACRA

THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
COMMUNITY CONTENT LICENCE

Issued to

Nkhotakota Community Radio

Issued pursuant to Sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to Nkhotakota Community Radio ("the Licensee") in respect to the provision of a Geographical Community Sound Content Broadcasting Service with effect from the 2nd day of October 2021 and valid for a period of seven (7) years.

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 term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 1st day of April, 2022.

STANLEY C. KHAILA PHD

Chairperson

DAUD SULEMAN

Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled Nkhotakota Community Radio an entity that is duly registered as such in terms of the applicable law of the Republic.
- 1.2. The Licensee shall be fully controlled by a non-profit making entity and shall operate for non-profit purposes.
- 1.3. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.4. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.5. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without prior written approval of the Authority.
- 1.6. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.7. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

- 2.1. The Licence shall be valid for a period of seven (7) years from the Effective Date, namely 2nd day of October 2021.

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 One Hundred United States dollars (USD 100) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments 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 fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

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

4. Scope of Licence

- 4.1. The Licensee shall provide a Geographical Community Sound Content Broadcasting Service.
- 4.2. The Licensee shall broadcast from studios situated at the following addresses or such other address as approved by the Authority—**Nkhotakota**
- 4.3. The Licensee shall broadcast over a maximum coverage radius of 50 kilometers from the address stated in Clause 4.2.

5. Name of Station

- 5.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a geographical community sound content broadcasting service under this Licence is—**"Nkhotakota Community Radio Station"**
- 5.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 5.3. The Licensee may, in the place of the name of the station as specified in sub-clause 5.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 5.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further 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.

6. Roll Out Obligations

- 6.1. The licensee shall roll out services within twelve (12) months from the effective date of its license.
- 6.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.
- 6.3. The Authority may extend the roll out period referred in subsection (1):
 - (a) only once;
 - (b) for a period not longer than 12 months; and
 - (c) only on grounds of force majeure event as accepted the Authority.

7. Programming

- 7.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.
- 7.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule
- 7.3. The licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

8. General Terms and Conditions for a Broadcasting Content Service Licence

- 8.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

9. Notices

- 9.1. All communication between the parties made pursuant to 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.mw

In case of the Licensee; to

The General Manager

Physical address:

Postal address:

Telephone number:

Facsimile number:

E-mail address:

- 9.2. Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days prior to the change.

Signed on this 1st day of April, 2022.

STANLEY C. KHAILA PHD

Chairperson

DAUD SULEMAN

Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee : Nkhotakota Community Radio

Station Name : Nkhotakota Community Radio Station

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 one hundred and twenty (120) days of the Effective Date, introduce educational programmes covering, inter alia:-

1. HIV-Aids
2. Position of women, children and the disabled
3. Career guidance
4. General health and hygiene, and any other educational areas as may be required by the targeted audience.

GENERAL NOTICE No. 42

Licence No. CLF/CCL/NTR/4/2022



THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
COMMUNITY CONTENT LICENCE

Issued to
Nthalire Radio

Issued pursuant to Sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to Nthalire Radio ("the Licensee") in respect to the provision of a Geographical Community Sound Content Service with effect from the Effective Date and valid for a period of seven (7) years.

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 term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 1st day of April, 2022.

STANLEY C. KHAILA PHD
Chairperson

DAUD SULEMAN
Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled Nthaire Radio an entity that is duly registered as such in terms of the applicable law of the Republic.
- 1.2. The Licensee shall be fully controlled by a non-profit making entity and shall operate for non-profit purposes.
- 1.3. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.4. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.5. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without prior written approval of the Authority.
- 1.6. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.7. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

2.1. Period of Licence

- (a) The commencement date of the Licence shall be from the effective date as published in the *Gazette*.
- (b) The Licence shall be valid for a period of seven (7) years from the Effective Date.

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 One Hundred United States dollars (USD 100) payable in advance on or before each anniversary of the Effective Date.
- (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments 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 fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

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

4. Scope of Licence

- 4.1. The Licensee shall provide a Geographical Community Sound Content Broadcasting Service.
- 4.2. The Licensee shall broadcast from studios situated at the following addresses or such other address as approved by the Authority__Nthalire Trading Center.
- 4.3. The Licensee shall broadcast over a maximum coverage radius of 50 kilometers from the address stated in Clause 4.2.

5. Name of Station

- 5.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a geographical community sound content broadcasting service under this Licence is __"Nthalire Radio"
- 5.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 5.3. The Licensee may, in the place of the name of the station as specified in sub-clause 5.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 5.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further 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.

6. Roll Out Obligations

- 6.1. The licensee shall roll out services within twelve (12) months from the effective date of its license.
- 6.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.
- 6.3. The Authority may extend the roll out period referred in subsection (1):
 - (a) only once;
 - (b) for a period not longer than 12 months; and
 - (c) only on grounds of force majeure event as accepted the Authority.

7. Programming

- 7.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.
- 7.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule.
- 7.3. The licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

8. General Terms and Conditions for a Broadcasting Content Service Licence

- 8.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

9. Notices

- 9.1. All communication between the parties made pursuant to 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.mw
- .. In case of the Licensee; to
- .. The General Manager
- .. Physical address:
- .. Postal address:
- .. Telephone number:
- .. Facsimile number:
- .. E-mail address:

9.2. Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days prior to the change.

Signed on this 1st day of April, 2022.

STANLEY C. KHAILA PHD

Chairperson

DAUD SULEMAN

Director General

GENERAL NOTICE No. 43

Licence No. CLF/NCTV/PLEM/14/2022



**THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
NATIONAL COMMERCIAL TELEVISION CONTENT LICENCE**

**Issued to
Pentecostal Life FM**

Issued pursuant to Sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to Pentecostal Life FM ("the Licensee") in respect to the provision of a National Commercial Television Content Broadcasting Service with effect from the 1st day of September 2020 and valid for a period of seven (7) years.

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 term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 1st day of April, 2022.

STANLEY C. KHAILA PhD
Chairperson

DAUD SULEMAN
Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled Pentecostal Life FM an entity that is duly registered as such in terms of the applicable law of the Republic.
- 1.2. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.3. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.4. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without prior written approval of the Authority.
- 1.5. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.6. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

- 2.1. The Licence shall be valid for a period of seven (7) years from the Effective Date, namely the 1st day of September 2020.

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 Five Thousand US dollars (USD 5000) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments 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 fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

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

4. Scope of Licence

4.1. The Licensee shall provide a National Commercial Television Content broadcasting service.

5. Roll Out Obligations

5.1. The licensee shall roll out services within twelve (12) months from the effective date of its license.

5.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.

5.3. The Authority may extend the roll out period referred in subsection (1)

(a) only once;

(b) for a period not longer than 12 months; and

(c) only on grounds of force majeure event as accepted the Authority.

6. Programming

6.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex I.

6.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule

6.3. The licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

7. General Terms and Conditions for a Broadcasting Content Service Licence

7.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

8. Notices

8.1. All communication between the parties made pursuant to 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 267

Blantyre

Telephone number: (265) 1 883 611

Facsimile number: (265) 1 883 890

E-mail address: dg@macra.mw

In case of the Licensee; to

The General Manager

Physical address:

Postal address:

Telephone number:

Facsimile number:

E-mail address:

- 8.2. Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days prior to the change.

Signed on this 1st day of April, 2022.

STANLEY C. KHAILA PHD

Chairperson

DAUD SULEMAN

Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee :

Station Name :

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 one hundred and twenty (120) days of 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.

GENERAL NOTICE NO. 44

Licence No. CLF/RCSCSCL/TFM/15/2022



**THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
RENEWAL REGIONAL COMMUNITY OF INTEREST SOUND CONTENT LICENCE**

**Issued to
Tuntufye FM**

Issued pursuant to Sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to TUNTUFYE FM ("the Licensee") in respect to the provision of a Regional Community of Interest Sound Content Broadcasting Service with effect from the 4th day of April 2021 and valid for a period of seven (7) years.

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 term and condition may lead to suspension or revocation of this Licence.

Signed on this 1st day of April, 2022.

STANLEY C. KHAILA PHD
Chairperson

DAUD SULEMAN
Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled TUNTUFYE FM an entity that is duly registered as such in terms of the applicable law of the Republic.
- 1.2. The Licensee shall be a nonprofit making entity and shall provide community broadcasting services for non-profitable purposes.
- 1.3. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.4. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.5. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without prior written approval of the Authority.
- 1.6. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.7. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

- 2.1. The Licence shall be valid for a period of seven (7) years from the Effective Date, namely the 4th day of June 2021.

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 One Thousand Five Hundred United States dollars (USD1500) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments 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 fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

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

4. Scope of Licence

4.1. The Licensee is authorized to provide a Geographical Community of Interest Sound Content Service in the Northern Region.

4.2. The Licensee is authorized to broadcast from studios situated at the following addresses:

(a) Karonga; and

(b) any other studios to be developed from time to time including outside broadcasting.

5. Name of Station

5.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a community of interest sound content service under this Licence is—"Tuntufye FM"

5.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.

5.3. The Licensee may, in the place of the name of the station as specified in sub-clause 5.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 5.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further 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.

6. Roll Out Obligations

6.1. The licensee shall roll out services within twelve (12) months from the effective date of its license.

6.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.

6.3. The Authority may extend the roll out period referred in subsection (1):

(a) only once;

(b) for a period not longer than 12 months; and

(c) only on grounds of force majeure event as accepted the Authority.

7. Programming

7.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.

7.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule

7.3. The licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

8. General Terms and Conditions for a Broadcasting Content Service Licence

8.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

9. Notices

9.1. All communication between the parties made pursuant to 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.mw

In case of the Licensee; to

The General Manager

Physical address:

Postal address:

Telephone number:

Facsimile number:

E-mail address:

9.2 Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days prior to the change.

Signed on this 1st day of April, 2022.

STANLEY C. KHALLA PHD

Chairperson

DAUD SULEMAN

Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee :

Station Name :

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 one hundred and twenty (120) days of 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.

GENERAL NOTICE NO. 45

Licence No. CLF/CCL/UFM/8/2022



THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
COMMUNITY CONTENT LICENCE

Issued to
Umoyo FM

Issued pursuant to Sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to Umoyo FM ("the Licensee") in respect to the provision of a Geographical Community Sound Content Broadcasting Service with effect from the 1st day of September 2020 and valid for a period of seven (7) years.

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 term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 1st day of April, 2022.

STANLEY C. KHAILA PHD
Chairperson

DAUD SULEMAN
Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled Umoyo FM an entity that is duly registered as such in terms of the applicable law of the Republic.
- 1.2. The Licensee shall be fully controlled by a non-profit making entity and shall operate for non-profit purposes.
- 1.3. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.4. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.5. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without prior written approval of the Authority.
- 1.6. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.7. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

- 2.1. The Licence shall be valid for a period of seven (7) years from the Effective Date, namely the 1st day of September 2020.

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 One Hundred United States dollars (USD 100) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments 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 fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

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

4. Scope of Licence

- 4.1. The Licensee shall provide a Geographical Community Sound Content Broadcasting Service.
- 4.2. The Licensee shall broadcast from studios situated at the following addresses or such other address as approved by the Authority—Mangochi Boma.
- 4.3. The Licensee shall broadcast over a maximum coverage radius of 50 kilometers from the address stated in Clause 4.2.

5. Name of Station

- 5.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a geographical community sound content broadcasting service under this Licence is—"Umoyo FM"
- 5.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 5.3. The Licensee may, in the place of the name of the station as specified in sub-clause 5.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 5.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further 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.

6. Roll Out Obligations

- 6.1. The licensee shall roll out services within twelve (12) months from the effective date of its license.
- 6.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.
- 6.3. The Authority may extend the roll out period referred in subsection (1):
 - (a) only once;
 - (b) for a period not longer than 12 months; and
 - (c) only on grounds of force majeure event as accepted the Authority.

7. Programming

- 7.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.
- 7.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule
- 7.3. The licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

8. General Terms and Conditions for a Broadcasting Content Service Licence

- 8.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

9. Notices

- 9.1. All communication between the parties made pursuant to 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.mw

In case of the Licensee; to

The General Manager

Physical address:

Postal address:

Telephone number:

Facsimile number:

E-mail address:

- 9.2. Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days prior to the change.

Signed on this 1st day of April, 2022.

STANLEY C. KHAILA PhD

Chairperson

DAVID SULEMAN

Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee :

Station Name :

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 one hundred and twenty (120) days of 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.

GENERAL NOTICE NO. 46

Licence No. CLF/CISCL/YFM/9/2022

**MACRA**

**THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
COMMUNITY OF INTEREST SOUND CONTENT LICENCE**

Issued to

Yoneco FM

Issued pursuant to Sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to YONECO FM ("the Licensee") in respect to the provision of a Community of Interest Sound Content Broadcasting Service with effect from the 27th day of July 2020 and valid for a period of seven (7) years.

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 term and condition may lead to suspension or revocation of this Licence.

Signed on this 1st day of April, 2022.

STANLEY C. KHAILA PhD

Chairperson

DAUD SULEMAN

Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled by YONECO FM, an entity that is duly registered as such in terms of the applicable law of the Republic.
- 1.2. The Licensee shall be a nonprofit making entity and shall provide community broadcasting services for non-profitable purposes.
- 1.3. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.4. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.5. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without prior written approval of the Authority.
- 1.6. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.7. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

- 2.1. The Licence shall be valid for a period of seven (7) years from the Effective Date, namely the 27th day of July 2020.

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 Three Thousand US dollars (USD3000) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments 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 fees and levies outstanding for a period of more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

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

4. Scope of Licence

4.1. The Licensee is authorized to provide a Community of Interest Sound Content Broadcasting Service throughout the Republic.

4.2. The Licensee is authorized to broadcast from studios situated at the following addresses:

(a) Blantyre;

(b) Lilongwe;

(c) Mzuzu; and

(d) any other studios to be developed from time to time including outside broadcasting.

5. Name of Station

5.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a geographical community sound content broadcasting service under this Licence is—"YONECO FM"

5.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.

5.3. The Licensee may, in the place of the name of the station as specified in sub-clause 5.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 5.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further 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.

6. Roll Out Obligations

6.1. The licensee shall roll out services within twelve (12) months from the effective date of its license.

6.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.

6.3. The Authority may extend the roll out period referred in subsection (1):

(a) only once;

(b) for a period not longer than 12 months; and

(c) only on grounds of force majeure event as accepted the Authority.

7. Programming

7.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.

7.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule

7.3. The licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

8. General Terms and Conditions for a Broadcasting Content Service Licence

8.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

9. Notices

9.1. All communication between the parties made pursuant to 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.mw

In case of the Licensee; to

The General Manager

Physical address:

Postal address:

Telephone number:

Facsimile number:

E-mail address:

- 9.2. Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days prior to the change.

Signed on this 1st day of April, 2022.

STANLEY C. KHAILA PHD

Chairperson

DAUD SULEMAN

Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee :

Station Name :

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 one hundred and twenty (120) days of 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.