



# THE MALAWI GOVERNMENT GAZETTE

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GENERAL NOTICE NO. 131

Licence No. CLF/PTCS/MBCTV2/18/2022



**MACRA**

Malawi Communications Regulatory Authority

### THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY PUBLIC TELEVISION CONTENT LICENCE

Issued to

**MALAWI BROADCASTING CORPORATION (MBC TELEVISION 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 Television) ("the Licensee") in respect to the provision of a Public Television 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 23rd day of September, 2022.

DR. STANLEY KHAILA

*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 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.
- 2.3 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.

**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.

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

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

**5. Principles of Public Content Services**

- 5.1 The Licensee shall provide public television 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 television content services which educate, entertain and inform.
- (b) provide public television 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 licence 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 television content broadcasting service under this Licence is—"MBC Television 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 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: P.O. Box 123, Blantyre, Malawi

Telephone number: +265 1 871 257

Facsimile number:

E-mail address: mbc dg@mbc.mw

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 23rd day of September, 2022.

DR. STANLEY KHALA

*Chairperson*

DAUD SULEMAN

*Director General*

**ANNEX 1****LICENCE FORMAT**

**Licensee: Malawi Broadcasting Corporation**

**Station Name: MBC TV 2**

**Clause 6.1****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. 132

Licence No. CLF/NCSCL/CAPR/29/2022



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

**Issued to**

**CAPITAL RADIO (MALAWI) LIMITED**

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

A licence is hereby granted to Capital Radio (Malawi) Limited ("the Licensee") in respect to the provision of a National Commercial Radio Content Services 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 23rd day of September, 2022.

DR. STANLEY KHAILA

*Chairperson*

DAUD SULEMAN

*Director General*

**TERMS AND CONDITIONS****1. Ownership and Control**

- 1.1. The Licence shall be owned, controlled Malawi Parliament a statutory entity established under the Constitution of the Republic 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 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 4th April 2021 (the Effective Date).
- 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 initial Licence fee of Five Thousand US dollars (USD 5000) payable in advance on or before the Effective Date.
  - (b) An annual Licence fee of Five Thousand US dollars (USD 5000) 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) 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 Commercial 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—“**Capital 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: Pamodzi Park, Along Alli Hassan Mwenyi Road, Chichiri, Blantyre.

Postal address: Private Bag 437, Chichiri, Blantyre 3.

Telephone number: 01 820 858

Facsimile number:

E-mail address: inf@capitalradiomalawi.com

- 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 23rd day of September, 2022.

DR. STANLEY KHAILA

*Chairperson*

DAUD SULEMAN

*Director General*

## ANNEX 1

## Clause 6.1

### LICENCE FORMAT

**Licensee: Capital Radio (Malawi) Limited**

**Station Name: Capital FM**

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### 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.



