



THE MALAWI GOVERNMENT GAZETTE

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GENERAL NOTICE No. 108

Licence No. CLF/2020/B/CL/12JJR



THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY

COMMERCIAL SOUND CONTENT LICENCE

Issued to

(JOJO FM RADIO)

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

A licence is hereby granted to **JOJO FM RADIO** ("the Licensee") in respect to the provision of National Commercial Sound Content Licence with effect from the 1st day of January 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.

Dated this 2nd day of October 2020.

HENRY SHAMU

Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled by 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 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 Sound 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 1.

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 261

Blantyre

Telephone number: (265)1 883 611

Facsimile number: (265) 1 883 890

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

In case of the Licensee; to

The General Manager

Maone Park Plot No NK27

Physical address: Maone Park

Postal address: P.O. Box 5549, Limbe

Telephone number

Facsimile number

E-mail address: Jojoformmw@gmail.com

- 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 2nd October, 2020.

HENRY SHAMU
Director General

ANNEX 1
LICENCE FORMAT

Clause 6.1

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. 109

Licence No. CLF/2020/B/CLR/13R



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

**Issued to
FEBA RADIO**

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

A licence is hereby granted to **The Registered Trustees of Feba Radio trading as Litala FM** ("the Licensee") in respect to the provision of a Regional Commercial Sound Content Broadcasting Service for the Southern Region with effect from the 2nd 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.

Dated this 2nd day of October 2020.

HENRY SHAMU
Director General

1. Ownership and Control

- 1.1. The Licence shall be owned and controlled by the Registered Trustees of Feba Radio trading as Litala 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 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 initial fee of One Thousand Five Hundred US dollars (USD1500) payable in advance on or before the Effective Date.
 - (b) An annual Licence fee of One Thousand Five Hundred US dollars (USD1500) 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.

4. Scope of Licence

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

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

(a) Blantyre; 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 Regional Commercial Sound Content Broadcasting Service under this Licence is—"Litala 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@macra.org.mw

In case of the Licensee; to

The Station Manager

Physical address: Baptist Building, off Crescent Road

Postal address: P.O. Box 30990

Blantyre 3

Telephone number: 0888 204061/0999 23 09 81

Facsimile number

E-mail address: febamalawi@gmail.com

amossiyabu@ymail.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 2nd October, 2020.

HENRY SHAMU

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
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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. 110

Licence No. ISP/CLF/CTL/03/20



MALAWI COMMUNICATIONS REGULATORY AUTHORITY

APPLICATION SERVICE LICENCE

Issued to

CONVERGED TECHNOLOGIES LIMITED

Issued pursuant to section 39 of the Communications Act 2016

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

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto.

Notice issued at Blantyre, this 9th day of September, 2019.

GODFREY ITAYE
Director General

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

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

2. Service Coverage

- 2.1. " Unless otherwise approved by the Authority, the licensee is authorized to provide the services in the District of Lilongwe.

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 United States Dollars (USD2000) payable in advance before the Effective Date.
- (b) An annual Licence fee of Two Thousand United States Dollars (USD2, 000) payable in advance on or before each anniversary of the Effective Date.
- (c) A levy equal to three point five percent (3.5%) of Gross Annual Revenue for each year payable at the end of each quarter in four instalments. Calculation of the first three (3) quarterly instalments shall be based upon the management accounts for that particular period. A final quarterly payment shall be made based on Gross Annual Revenue within thirty (30) days of issue of the audited accounts. Adjustment shall be made for the first three (3) quarterly payments if the Gross Annual Revenue in the management's accounts differs from the one in the audited accounts.

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

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

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

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

5. Notices

- 5.1 All communication between the parties made 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@macra.org.mw

In case of the Licensee; to
The General Manager
The Chief Executive Officer
Converged Technology Networks
Ulendo Travel Plaza, 441 Chilanga Drive Area 10
P.O. Box 95
Lilongwe
Telephone number: (+265) 999 515 938
(+265) 996 237 732
E-mail address: admin@ctnmw.net

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 9th day of September, 2019.

GODFREY ITAYE
Director General