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THE MALAWI GOVERNMENT GAZETTE

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GENERAL NOTICE NO. 85

Reference: B-COI- 22



Licence No. 00022

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

MALAWI COMMUNICATIONS REGULATORY AUTHORITY

COMMUNITY OF INTEREST NATIONAL SOUND BROADCASTING SERVICE LICENCE

This is to certify that

TRANS-WORLD RADIO MALAWI

of: P.O Box 52
Lilongwe
Malawi

is licensed to provide a COMMUNITY OF INTEREST NATIONAL BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 23rd November, 2012 and ending on 23rd November, 2019, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows—

- Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$2500.00 in respect of the First Licence Year.
- Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
- Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.

CHARLES NSALIWA
Director General

MARTHA KWATAINE
Chairperson

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

Issued without alteration or erasure, and void if altered or erased

Broadcasting Licence for Trans-World Radio Malawi

TERMS AND CONDITIONS OF THE LICENCE

1. Licence Principles

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

- 1.1 The protection of the best interests of the public, consumers and other users of community of interest broadcasting service;
- 1.2 Promotion of open access to information by means of the community of interest sound broadcasting service;
- 1.3 Promotion of efficiency within the community of interest sound broadcasting service of the Licensee;
- 1.4 Encouraging the introduction of new and innovative programmes in order to enhance cultural needs and aspirations of the people of Malawi;
- 1.5 Fostering the development of a community of interest sound broadcasting service in accordance with recognized national and international standards;
- 1.6 Informing and educating the masses on development, political, social and economic issues; and
- 1.7 Entertaining the public in accordance with the national and cultural values

2. Name of Station

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

“TRANS-WORLD RADIO” MALAWI

- 2.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 2.3 The Licensee may, in the place of the name of the station as specified in sub-clause 2.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 2.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

3. On-Air Station Identification

The Licensee shall ensure that its radio station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be.

4. Protection of Constitutional Rights and Freedoms

- 4.1 In the provision of its community of interest sound broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens' and the community's rights, among others, to—

- 4.1.1 privacy;
- 4.1.2 economic activity;
- 4.1.3 economic, social, cultural and political development;
- 4.1.4 freedom of association;
- 4.1.5 freedom of conscience and opinion;
- 4.1.6 freedom of expression;
- 4.1.7 access to information; and
- 4.1.8 administrative justice.

5. National Coverage and Universal Service Strategy

5.1 The Licensee shall provide a community of interest sound broadcasting service throughout the Republic. To this end the Licensee shall, within eight (8) months of the roll out period from the Effective Date, furnish the Authority with the following—

5.1.1 Within eight (8) months of the roll out period from the Effective Date, furnish the Authority with the following—

- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's community of interest sound broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's community of interest sound broadcasting service; and
- (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

5.1.2 Simultaneously with the report stipulated in sub-clause 5.1.1, the Licensee shall furnish the Authority with a comprehensive Plan and Strategy to achieve universal service to all populated areas of the Republic of Malawi within eight (8) months calculated from the Effective Date: Provided that the said Plan and Strategy shall be implemented only after approval by the Authority.

6. Broadcasting Hours

6.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. Provided that the licensee shall ensure that its radio station broadcasts not less than eighteen (18) hours per day;

6.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.

6.3 Notwithstanding the provisions of sub-clauses 6.1 and 6.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

7. Programming and Content

7.1 News and Current Affairs

7.1.1 The Licensee shall within eight (8) months of the Effective Date commence with the provision of news bulletins for not less than three (3) minutes every hour commencing at 06h00 up to and including 22h00. Provided that the Licensee may in its discretion provide news on a more frequent basis.

7.1.2 The Licensee shall endeavour, within eight (8) months of the Effective Date, commence with the provision of current affairs programming twice a day. Provided that the licensee may in its discretion provide current affairs news on a more frequent basis.

7.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct, under the Third Schedule of the Act, encourage free and informed opinion on matters of public interest, but its employees shall refrain from expressing their personal opinion or the opinion of its Board or management on political affairs or on matters of public policy, without prejudice other than broadcasting matters.

7.1.4 The Licensee shall ensure that news personnel exercise independent editorial control over the content of news and current affairs programmes.

8. Editorial and Programme Policy

8.1 The Licensee shall devise an Editorial and Programme Policy in line with this Licence, the Constitution, the Communications Act and the Laws and Policies of Malawi and shall be required to submit it to the Authority within eight (8) months from the Effective Date.

9. Culture

9.1 The Licensee shall ensure that its programming reflects 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 sub-clause.

10. Syndicates and Rebroadcasts

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

11. Format

The Licensee shall not change the format of its community of interest sound broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

12. Entertainment

- 12.1 The Licensee shall provide entertainment programming that meets the needs, objectively assessed, of the people of the Republic.
- 12.2 All entertainment programming containing national and international content shall reflect the geographic spread of the people of Malawi.

13. Programme Content

The Licensee shall broadcast programmes that reflect the cultural diversity of the people of the Republic, as well as the historical, current or futuristic life of the people of the Republic. All programme schedules shall have a minimum of sixty (60) per cent of its programmes with Malawian content, which shall be measured according to the following criteria—

- 13.1 Nationality of the scriptwriter(s), producer(s) and editor(s);
- 13.2 Nationality of the presenter(s);
- 13.3 Country of origin of any background music or other sound effects;
- 13.4 Country of production; and
- 13.5 The country of setting of the content of the programme.

Provided that for purposes of this paragraph, each one of the items listed above shall carry a weighting of twenty per cent (20%).

14. Educational Programmes

- 14.1 Subject to sub-clause 13 hereof, the Licensee shall continue to broadcast and or introduce educational programmes covering, *inter alia*—
- (a) Science and Technology;
 - (b) HIV/Aids;
 - (c) Position of women, children and the disabled;
 - (d) Curriculum-based education;
 - (e) Career guidance;
 - (f) Environment;
 - (g) General Health and Hygiene; and
 - (h) any other educational areas not expressly included herein.
- 14.2 The Licensee shall, within eight (8) months of the Effective Date, furnish the Authority with its plan and strategy for the said programmes.

15. Democracy

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

16. Public Announcements

- 16.1 Notwithstanding the Government standing procedures, if any, the Licensee shall, when requested by the Authority, the Minister responsible for Information, the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or the Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information on immediate or impending and grave danger or disaster. Such request shall be confirmed in writing within forty-eight (48) hours of broadcasting;
- 16.2 The Licensee shall, when requested by the Authority, without charge broadcast such information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning the Licensee as the case may be from time to time.

17. Maintenance of Broadcast Programmes

- 17.1 The Licensee shall keep a record of all broadcast programmes in a form determined by the Authority from time to time and shall be in an unedited version;
- 17.2 The records stipulated in sub-clause 17.1 shall be kept and maintained for a period of not less forty-five (45) days;
- 17.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

18. Live Broadcasts

- 8.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under
- 8.2 The Authority shall restrict the Licensee from live broadcasts if it is in the public interest to do so.

19. Election Coverage

- 19.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues.
- 19.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and all electoral issues are treated equitably.
- 19.3 In the event that the Licensee opts to proceed as envisaged in clause 19.2 above, it shall ensure that it abides by Schedule 5 hereto *mutatis mutandis*.

20. Public Complaints

- 20.1 The Licensee shall, within eight (8) months of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain the approval thereof from the Authority;
- 20.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever;
- 20.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 20.1 hereof;
- 20.4 The Licensee shall, at least once a day, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority;
- 20.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures;
- 20.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how these were addressed by the Licensee.

21. Contracts

- 21.1 Subject to paragraph 10 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material the re-broadcast foreign-sourced programme material. Provided that any such contracts shall be subject to the prior consultation with of the Authority and may not be implemented without notifying the Authority;
- 21.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

22. Licence Fees

- 22.1 Upon the issuance of this Licence, the Licensee shall pay to the Authority a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 2,500.00 in respect of the First Licence Year.
- 22.2 The licensee is also obliged to pay the Authority—
- (a) Radio Licence (frequency) fees of Malawian Kwacha equivalent of US\$ 712.00 per assigned broadcasting frequency, for the first licence year and Malawian Kwacha equivalent of US\$ 356.00 the second year and thereafter; and
 - (b) studio transmitter links (STLs) frequency fee of Malawian Kwacha equivalent of US\$ 356.00 per link.
- 22.3 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 1% per annum compounded monthly until full liquidation thereof.
- 22.4 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licensee shall be deemed to have been warned to pay up all outstanding fees.
- 22.5 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given a notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.
- 22.6 Notwithstanding the foregoing clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licensee.

23. Amendment

- 23.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with section 53 of the Act;
- 23.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as determined by the Authority from time to time;
- 23.3 Any Licence amendment proceedings instituted by the Authority *mero motu* shall not attract any Licence amendment application fee or Licence amendment fees;

24. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

25. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51 (1) (d) of the Act and subject to renewal.

26. Authorization and Approvals-Addresses

- 26.1 Any authorization or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—
- (a) Physical address :
 - (b) Postal address : P.O Box 52, Lilongwe.
 - (c) Telephone number :
 - (d) Facsimile number :
 - (e) E-mail address :
- 26.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change, no less than five (5) days prior to the change.

26.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely—

- (a) Physical address : MACRA House
Salmin Amour Road
- (a) Postal address: Private Bag 261
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address: dg-macra@macra.org.mw

27. Frequencies and Technical Parameters

- 27.1 This Licence shall comply with the technical parameters as set out in Schedule 2 or as agreed with the Authority from time to time.
- 27.2 The Licensee shall comply strictly with the broadcasting technical specifications set out in Schedule 3 or as recommended by the National Communications Policy (NCP), International Telecommunications Union (ITU) and other international agreements entered into by the Republic.
- 27.3 The Licensee is licensed to broadcast a community of interest sound broadcasting service using the frequencies specified and listed in Schedule 4 or as and when applied for; and
- 27.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the national spectrum plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

28. Revocation

28.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—

- (i) if the Licensee is in substantial breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
- (ii) if the Licensee has been declared bankrupt or insolvent; or
- (iii) if the Licensee takes steps to deregister itself or is deregistered.
- (iv) If the Licensee fails to roll out within twelve (12) months from the Effective date

Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

28.2 The Radio licence shall be revoked in accordance with section 42 of the Act.

28.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked.

29. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

30. Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

31. Renewal

31.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions

31.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence

31.3 The Authority shall with valid reasons not renew a License if it is in the public interest to do so.

31.4 On renewal, the Authority may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators

31.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

32. General

32.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.

32.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.

32.3 This Licence is classified as "Community of Interest Sound Broadcasting Service Licence".

CHARLES NSALIWA

Director General

Signed for and on behalf of the Authority

SCHEDULE 1
LICENCE FORMAT

Licensee : TRANS-WORLD MALAWI
Station Name : TRANS-WORLD RADIO MALAWI

Description of Format

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

- (a) Magazine;
- (b) Discussion;
- (c) Features;
- (d) Musical Variety;
- (e) Phone-in programmes;
- (f) Documentaries;
- (g) Commentary (OB);
- (h) Press Conference;
- (i) Quizzes;
- (j) Drama;
- (k) Narrative;
- (l) Vox-pops;
- (m) Talk/speeches;
- (n) News and News Comments; and
- (o) Reports.

sms and phone in testimony

The Licensee shall, within eight (8) months from the Effective Date, introduce educational and developmental programmes covering, inter alia—

- (i) Science and technology;
- (ii) HIV/Aids;
- (iii) Position of women, children and the disabled;
- (iv) Curriculum-based education;
- (v) Career guidance;
- (vi) Environment;
- (vii) General health and hygiene, and
- (viii) Sports, agriculture, developmental, business and any other Sectoral MGDS areas not expressly included herein.

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : TRANS-WORLD MALAWI

Station Name : TRANS-WORLD RADIO MALAWI

1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses:
 - 1.1 Blantyre;
 - 1.2 Lilongwe;
 - 1.3 Mzuzu; and
 - 1.4 any other studios to be developed from time to time including outside broadcasting.
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent persons.
5. The Licensee's coverage area shall be the whole Republic.
6. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, request the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive formal application for an amendment to this Licence.
7. The Authority may at any time conduct such independent tests as it may consider necessary on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
8. Any deviation from these conditions may lead to immediate suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : TRANS-WORLD MALAWI

Station Name : TRANS-WORLD RADIO MALAWI

TO BE FURNISHED WITHIN 3 MONTHS FROM EFFECTIVE DATE

SCHEDULE 4
LICENSED FREQUENCIES

Licensee : TRANS-WORLD MALAWI
Station Name : TRANS-WORLD RADIO MALAWI

SCHEDULE 5
BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : TRANS-WORLD MALAWI
Station Name : TRANS-WORLD RADIO MALAWI

1. Interpretation

- 1.1 Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

2. Definitions

- 2.1 In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.
- 2.2 "The Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.
- 2.3 "Commission" means the Malawi Electoral Commission established by section 75 of the Constitution.
- 2.4 "Elections" means any general election, by-election, local government election and referendum.
- 2.5 "Electoral Commission Act" means the Electoral Commission Act, 1998.
- 2.6 "Electoral Laws" means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.
- 2.7 "Party" means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.
- 2.8 "Party Election Broadcast" means a direct address or message broadcast free of charge on TRANS-WORLD RADIO under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).
- 2.9 "Political advertisement" means an advertisement broadcast on TRANS-WORLD RADIO that is intended or calculated to advance the interests of any political party, for which advertisement TRANS-WORLD RADIO has received or is to receive, directly or indirectly, any money or other consideration.
- 2.10 "Polling day" means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

3. General provisions in respect of political advertisement or a party election broadcasts.

- 3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by TRANS-WORLD RADIO shall submit that political advertisement or party broadcast to TRANS-WORLD RADIO, pre-recorded and presented thereto 48 hours before transmission—
- 3.1.1 in a form and manner that complies with TRANS-WORLD RADIO's technical, editorial and programme standards as approved by the Authority;
- 3.1.2 in completed form, ready for broadcast; and

- 3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.
- 3.2 Every political advertisement or party election broadcast submitted by a party to TRANS-WORLD RADIO for transmission shall be prepared by or at the instance or request of, that party.
- 3.3 TRANS-WORLD RADIO shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
- 3.4 TRANS-WORLD RADIO shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
- 3.5 TRANS-WORLD RADIO upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to TRANS-WORLD RADIO at least 48 hours before the intended time for its transmitted;
- 3.6 Any party whose party election broadcast has been rejected or refused by the TRANS-WORLD RADIO shall have the right to refer the matter to the Authority.
- 3.7 A party that submits a political advertisement or party election broadcast to the TRANS-WORLD RADIO for transmission shall ensure that the political advertisement or party election broadcast does not—
- 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
- 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
- 3.8 Neither party that submits a political advertisement or a party election broadcast to TRANS-WORLD RADIO for transmission, nor any member or official of any such party, shall have any claim against TRANS-WORLD RADIO arising from the transmission by it of that political advertisement or party election broadcast.
- 3.9 TRANS-WORLD RADIO shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified TRANS-WORLD RADIO in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
- 3.10 At the end of the campaign period, the TRANS-WORLD RADIO is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.

4. Specific provisions in respect of Party Election Broadcasts

- 4.1 Party election only be transmitted by TRANS-WORLD RADIO which shall—
- 4.1.1 make available, on every day throughout the election broadcast period time-slots of (2) two minutes each for the transmission of election broadcasts, provided that the Commission and the Authority in collaboration with TRANS-WORLD RADIO shall be entitled to prescribe by regulation an increased number of daily time-slots for the transmission of election broadcasts;
- 4.1.2 do so in accordance with the sequence and timing prescribed by the Commission and the Authority in terms of this schedule.
- 4.1.3 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts; and
- 4.1.4 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.
- 4.2 Party election broadcast transmitted by TRANS-WORLD RADIO shall be allocated equitable time duration not exceeding exceed two minutes each.
- 4.3 TRANS-WORLD RADIO shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
- 4.4 No party shall be obliged to use the air time allocated to it in terms of the transmission of party election broadcasts provided that:
- 4.4.1 Any air-time allocated to it but not used by a party shall be forfeited; and
- 4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another

party but shall be used by TRANS-WORLD RADIO for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

- 5.1 TRANS-WORLD RADIO may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State.
- 5.2 Broadcasts of this nature referred to under sub-clause 5.1 require no balancing by the media, provided that where such broadcasts carry campaigning message, TRANS-WORLD RADIO shall take steps to balance these messages with appropriate coverage of the campaigns of other presidential candidates and where that is not feasible the provision of section 193 of the Constitution shall apply by extension.
- 5.3 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.

6. Allocation of air-time in respect of party election broadcasts.

- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by the Commission and the Authority in collaboration with TRANS-WORLD RADIO to the various parties contesting the Parliamentary and Presidential elections and Local Government Elections, referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and TRANS-WORLD RADIO will reserve the right to assess the technical, editorial and programme quality of such recorded material. If such broadcasts fail to meet TRANS-WORLD RADIO's required technical, editorial and programme standards, they shall not be broadcast.
- 6.3 Complete party election broadcasts ready for transmission must be handed over to TRANS-WORLD RADIO who must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with TRANS-WORLD RADIO shall determine the sequence in which party election broadcasts are to be transmitted for the entire election broadcast period. 6.9.2 notify TRANS-WORLD RADIO in writing of such sequence.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

- 7.1 During the official campaign period, TRANS-WORLD RADIO shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party having been afforded an opportunity to respond thereto in such programme or without the view of such political party having been reflected therein, TRANS-WORLD RADIO shall be obliged to afford such party a reasonable opportunity to respond to the criticism. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 TRANS-WORLD RADIO shall transmit news or current affairs programmes in respect of the elections in an impartial and objective manner which treats all parties fairly and equitably.

8. Complaints

- 8.1. The Broadcasting Monitoring and Complaints Committee is hereby established with the responsibility to receive and investigate complaints about the Licensee from the public and any interested stakeholders during elections.
- 8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Electoral Commission and the Chairperson of the Malawi Law Society.
- 8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedure.

party but shall be used by TRANS-WORLD RADIO for the purpose of transmitting conventional programming or material.

2. Live Broadcasts

- 2.1 TRANS-WORLD RADIO may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State.
- 2.2 Broadcasts of this nature referred to under sub-clause 2.1 require no balancing by the media provided that where such broadcasts carry campaigning messages, TRANS-WORLD RADIO shall take steps to balance these messages with appropriate coverage of the campaigns of other presidential candidates and where that is not feasible the provision of section 193 of the Constitution shall apply by extension.
- 2.3 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.

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- 6.2 Party election broadcasts shall be recorded at professional studios and TRANS-WORLD RADIO will reserve the right to assess the technical, editorial and program quality of such recorded material. If such broadcasts fail to meet TRANS-WORLD RADIO's required technical, editorial and programme standards they shall not be broadcast.
- 6.3 Complete party election broadcasts ready for transmission must be handed over to TRANS-WORLD RADIO who must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with TRANS-WORLD RADIO shall determine the sequence in which party election broadcasts are to be transmitted for the entire election broadcast period. 6.2.2. notice TRANS-WORLD RADIO in writing of such sequence.

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- 8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedure.

GENERAL NOTICE NO. 86

Reference: B-COI-S-23



Licence No. 00023

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

MALAWI COMMUNICATIONS REGULATORY AUTHORITY**COMMUNITY OF INTEREST (REGIONAL) SOUND BROADCASTING SERVICE LICENCE**

This is to certify that

CFC RADIO

of: P.O Box 30239,
Chichiri,
Blantyre 3.

is licensed to provide a COMMUNITY OF INTEREST (REGIONAL) BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 23rd November, 2012 and ending on 23rd November, 2019, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows—

- (a) Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$1,500.00 in respect of the First Licence Year.
- (b) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.

CHARLES NSALIWA
Director General

MARTHA KWATAINE
Chairman

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

Issued without alteration or erasure, and void if altered or erased

Broadcasting Licence for CFC Radio

TERMS AND CONDITIONS OF THE LICENCE

1. Licence Principles

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

- 1.1 The protection of the best interests of the public, consumers and other users of community of interest broadcasting service;
- 1.2 Promotion of open access to information by means of the community of interest sound broadcasting service;
- 1.3 Promotion of efficiency within the community of interest sound broadcasting service of the Licensee;
- 1.4 Encouraging the introduction of new and innovative programmes in order to enhance cultural needs and aspirations of the people of Malawi;
- 1.5 Fostering the development of a community of interest sound broadcasting service in accordance with recognized national and international standards;
- 1.6 Informing and educating the masses on development, political, social and economic issues; and
- 1.7 Entertaining the public in accordance with the national and cultural values

2. Name of Station

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

“ CFC RADIO ” (CFC Radio)

- 2.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 2.3 The Licensee may, in the place of the name of the station as specified in sub-clause 2.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 2.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

3. On-Air Station Identification

The Licensee shall ensure that its radio station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be.

4. Protection of Constitutional Rights and Freedoms

- 4.1 In the provision of its community of interest sound broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens' and the community's rights, among others, to —
 - 4.1.1 privacy;
 - 4.1.2 economic activity;
 - 4.1.3 economic, social, cultural and political development;
 - 4.1.4 freedom of association;
 - 4.1.5 freedom of conscience and opinion;
 - 4.1.6 freedom of expression;
 - 4.1.7 access to information; and
 - 4.1.8 administrative justice.

5. National Coverage and Universal Service Strategy

5.1 The Licensee shall provide a community of interest sound broadcasting service regionally. To this end the Licensee shall, within eight (8) months of the roll out period from the Effective Date, furnish the Authority with the following—

5.1.1 Within eight (8) months of the roll out period from the Effective Date, furnish the Authority with the following—

- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's community of interest sound broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's community of interest sound broadcasting service; and
- (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

5.1.2 Simultaneously with the report stipulated in sub-clause 5.1.1, the Licensee shall furnish the Authority with a comprehensive Plan and Strategy to achieve universal service to all populated areas of the Republic of Malawi within eight (8) months calculated from the Effective Date: Provided that the said Plan and Strategy shall be implemented only after approval by the Authority.

6. Broadcasting Hours

6.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. Provided that the licensee shall ensure that its radio station broadcasts not less than eighteen (18) hours per day;

6.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.

6.3 Notwithstanding the provisions of sub-clauses 6.1 and 6.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

7. Programming and Content**7.1 News and Current Affairs**

7.1.1 The Licensee shall within eight (8) months of the Effective Date commence with the provision of news bulletins for not less than three (3) minutes every hour commencing at 06h00 up to and including 22h00. Provided that the Licensee may in its discretion provide news on a more frequent basis.

7.1.2 The Licensee shall endeavour, within eight (8) months of the Effective Date, commence with the provision of current affairs programming twice a day. Provided that the licensee may in its discretion provide current affairs news on a more frequent basis.

7.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct, under the Third Schedule of the Act, encourage free and informed opinion on matters of public interest, but its employees shall refrain from expressing their personal opinion or the opinion of its Board or management on political affairs or on matters of public policy, without prejudice other than broadcasting matters.

7.1.4 The Licensee shall ensure that news personnel exercise independent editorial control over the content of news and current affairs programmes.

8. Editorial and Programme Policy

The Licensee shall devise an Editorial and Programme Policy in line with this Licence, the Constitution, the Communications Act and the Laws and Policies of Malawi and shall be required to submit it to the Authority within eight (8) months from the Effective Date.

9. Culture

9.1 The Licensee shall ensure that its programming reflects 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 sub-clause.

10. Syndicates and Rebroadcasts

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

11. Format

The Licensee shall not change the format of its community of interest sound broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

12. Entertainment

12.1 The Licensee shall provide entertainment programming that meets the needs, objectively assessed, of the people of the Republic.

12.2 All entertainment programming containing national and international content shall reflect the geographic spread of the people of Malawi.

13. Programme Content

The Licensee shall broadcast programmes that reflect the cultural diversity of the people of the Republic, as well as the historical, current or futuristic life of the people of the Republic. All programme schedules shall have a minimum of sixty (60) per cent of its programmes with Malawian content, which shall be measured according to the following criteria—

13.1 Nationality of the scriptwriter(s), producer(s) and editor(s);

13.2 Nationality of the presenter(s);

13.3 Country of origin of any background music or other sound effects;

13.4 Country of production; and

13.5 The country of setting of the content of the programme.

Provided that for purposes of this paragraph, each one of the items listed above shall carry a weighting of twenty per cent (20%).

14. Educational Programmes

14.1 Subject to sub-clause 13 hereof, the Licensee shall continue to broadcast and or introduce educational programmes covering, *inter alia*—

(a) Science and Technology;

(b) HIV/Aids;

(c) Position of women, children and the disabled;

(d) Curriculum-based education;

(e) Career guidance;

(f) Environment;

(g) General Health and Hygiene; and

(h) any other educational areas not expressly included herein.

14.2 The Licensee shall, within eight (8) months of the Effective Date, furnish the Authority with its plan and strategy for the said programmes.

15. Democracy

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

16. Public Announcements

16.1 Notwithstanding the Government standing procedures, if any, the Licensee shall, when requested by the Authority, the Minister responsible for Information, the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or the Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information on immediate or impending and grave danger or disaster. Such request shall be confirmed in writing within forty-eight (48) hours of broadcasting;

16.2 The Licensee shall, when requested by the Authority, without charge broadcast such information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning the Licensee as the case may be from time to time.

17. Maintenance of Broadcast Programmes

17.1 The Licensee shall keep a record of all broadcast programmes in a form determined by the Authority from time to time and shall be in an unedited version;

17.2 The records stipulated in sub-clause 17.1 shall be kept and maintained for a period of not less forty-five (45) days;

17.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

18. Live Broadcasts

18.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under

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

19. Election Coverage

19.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues.

19.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and all electoral issues are treated equitably.

19.3 In the event that the Licensee opts to proceed as envisaged in clause 19.2 above, it shall ensure that it abides by Schedule 5 hereto *mutatis mutandis*.

20. Public Complaints

20.1 The Licensee shall, within eight (8) months of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain the approval thereof from the Authority;

20.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever;

20.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 20.1 hereof;

20.4 The Licensee shall, at least once a day, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority;

20.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures;

20.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how these were addressed by the Licensee.

21. Contracts

- 21.1 Subject to paragraph 10 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material the re-broadcast foreign-sourced programme material. Provided that any such contracts shall be subject to the prior consultation with of the Authority and may not be implemented without notifying the Authority;
- 21.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

22. Licence Fees

- 22.1 Upon the issuance of this Licence, the Licensee shall pay to the Authority a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 1,500.00 in respect of the First Licence Year.
- 22.2 The licensee is also obliged to pay the Authority—
- (a) Radio Licence (frequency) fees of Malawian Kwacha equivalent of US\$ 712.00 per assigned broadcasting frequency, for the first licence year and Malawian Kwacha equivalent of US\$ 356.00 the second year and thereafter; and
 - (b) studio transmitter links (STLs) frequency fee of Malawian Kwacha equivalent of US\$ 356.00 per link.
- 22.3 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 1% per annum compounded monthly until full liquidation thereof.
- 22.4 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licensee shall be deemed to have been warned to pay up all outstanding fees.
- 22.5 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given a notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.
- 22.6 Notwithstanding the foregone clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licensee.

23. Amendment

- 23.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with section 53 of the Act;
- 23.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as determined by the Authority from time to time;
- 23.3 Any Licence amendment proceedings instituted by the Authority *mero motu* shall not attract any Licence amendment application fee or Licence amendment fees;

24. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

25. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51 (1) (d) of the Act and subject to renewal.

26. Authorization and Approvals-Addresses

- 26.1 Any authorization or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—

- (a) Physical address :
- (b) Postal address : P.O Box 30239, Chichiri, Blantyre 3
- (c) Telephone number :
- (d) Facsimile number :
- (e) E-mail address :

26.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change, no less than five (5) days prior to the change.

26.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely—

- (a) Physical address : MACRA House
Salmin Amour Road
- (a) Postal address: Private Bag 261
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address: dg-macra@macra.org.mw

27. Frequencies and Technical Parameters

27.1 This Licence shall comply with the technical parameters as set out in Schedule 2 or as agreed with the Authority from time to time.

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

27.3 The Licensee is licensed to broadcast a community of interest sound broadcasting service using the frequencies specified and listed in Schedule 4 or as and when applied for; and

27.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the national spectrum plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

28. Revocation

28.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—

- (i) if the Licensee is in substantial breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
- (ii) if the Licensee has been declared bankrupt or insolvent; or
- (iii) if the Licensee takes steps to deregister itself or is deregistered.
- (iv) If the Licensee fails to roll out within twelve (12) months from the Effective date

Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

28.2 The Radio licence shall be revoked in accordance with section 42 of the Act.

28.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked.

29. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

Renewal

- 31.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions
- 31.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence
- 31.3 The Authority shall with valid reasons not renew a License if it is in the public interest to do so.
- 31.4 On renewal, the Authority may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators
- 31.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

General

- 32.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.
- 32.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.
- 32.3 This Licence is classified as "Community of Interest Sound Broadcasting Service Licence".

CHARLES NSALIWA

Director General

Signed for and on behalf of the Authority

SCHEDULE 1
LICENCE FORMAT

Licensee : CALVALY FAMILY CHURCH
Station Name : CFC Radio

Description of Format

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

- (a) Magazine;
- (b) Discussion;
- (c) Features;
- (d) Musical Variety;
- (e) Phone-in programmes;
- (f) Documentaries;
- (g) Commentary (OB);
- (h) Press Conference;
- (i) Quizzes;
- (j) Drama;
- (k) Narrative;
- (l) Vox-pops;
- (m) Talk/speeches;
- (n) News and News Comments; and
- (o) Reports.

sms and phone in testimony

The Licensee shall, within eight (8) months from the Effective Date, introduce educational and developmental programmes covering, inter alia—

- (i) Science and technology;
- (ii) HIV/Aids;
- (iii) Position of women, children and the disabled;
- (iv) Curriculum-based education;
- (v) Career guidance;
- (vi) Environment;
- (vii) General health and hygiene, and
- (viii) Sports, agriculture, developmental, business and any other Sectoral MGDS areas not expressly included herein.

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : CALVALY FAMILY CHURCH

Station Name : CFC RADIO

1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses:
 - 1.1 Blantyre;
 - 1.2 Lilongwe;
 - 1.3 any other studios to be developed from time to time including outside broadcasting.
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent persons.
5. The Licensee's coverage area shall be Southern and Central regions of Malawi
6. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, request the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive formal application for an amendment to this Licence.
7. The Authority may at any time conduct such independent tests as it may consider necessary on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
8. Any deviation from these conditions may lead to immediate suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : CALVALY FAMILY CHURCH

Station Name : CFC RADIO

TO BE FURNISHED LATER

Broadcasting Licence for CFC Radio

SCHEDULE 4
LICENSED FREQUENCIES

Licensee : CALVALY FAMILY CHURCH

Station Name : CFC RADIO

SCHEDULE 5
BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : CALVALY FAMILY CHURCH

Station Name : CFC RADIO

1. Interpretation

- 1.1 Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

2. Definitions

- 2.1 In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.
- 2.2 "The Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.
- 2.3 "Commission" means the Malawi Electoral Commission established by section 75 of the Constitution.
- 2.4 "Elections" means any general election, by-election, local government election and referendum.
- 2.5 "Electoral Commission Act" means the Electoral Commission Act, 1998.
- 2.6 "Electoral Laws" means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.
- 2.7 "Party" means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.
- 2.8 "Party Election Broadcast" means a direct address or message broadcast free of charge on CFC RADIO under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).
- 2.9 "Political advertisement" means an advertisement broadcast on CFC RADIO that is intended or calculated to advance the interests of any political party, for which advertisement CFC RADIO has received or is to receive, directly or indirectly, any money or other consideration.
- 2.10 "Polling day" means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

3. General provisions in respect of political advertisement or a party election broadcasts.

- 3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by CFC shall submit that political advertisement or party broadcast to CFC, pre-recorded and presented thereto 48 hours before transmission---

- 3.1.1 in a form and manner that complies with CFC's technical, editorial and programme standards as approved by the Authority;
- 3.1.2 in completed form, ready for broadcast; and
- 3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.
- 3.2 Every political advertisement or party election broadcast submitted by a party to CFC for transmission shall be prepared by or at the instance or request of, that party.
- 3.3 CFC shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
- 3.4 CFC shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
- 3.5 CFC upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to CFC at least 48 hours before the intended time for its transmitted;
- 3.6 Any party whose party election broadcast has been rejected or refused by the CFC shall have the right to refer the matter to the Authority.
- 3.7 A party that submits a political advertisement or party election broadcast to the CFC for transmission shall ensure that the political advertisement or party election broadcast does not—
 - 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
 - 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
- 3.8 Neither party that submits a political advertisement or a party election broadcast to CFC for transmission, nor any member or official of any such party, shall have any claim against CFC arising from the transmission by it of that political advertisement or party election broadcast.
- 3.9 CFC shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified CFC in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
- 3.10 At the end of the campaign period, the CFC is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.

4. Specific provisions in respect of Party Election Broadcasts

- 4.1 Party election only be transmitted by CFC which shall—
 - 4.1.1 make available, on every day throughout the election broadcast period time-slots of (2) two minutes each for the transmission of election broadcasts, provided that the Commission and the Authority in collaboration with CFC shall be entitled to prescribe by regulation an increased number of daily time-slots for the transmission of election broadcasts;
 - 4.1.2 do so in accordance with the sequence and timing prescribed by the Commission and the Authority in terms of this schedule.
 - 4.1.3 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts; and
 - 4.1.4 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.
- 4.2 Party election broadcast transmitted by CFC shall be allocated equitable time duration not exceeding exceed two minutes each.
- 4.3 CFC shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
- 4.4 No party shall be obliged to use the air time allocated to it in terms of the transmission of party election broadcasts provided that:

4.4.1 Any air-time allocated to it but not used by a party shall be forfeited; and

4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by CFC for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

5.1 CFC may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State.

5.2 Broadcasts of this nature referred to under sub-clause 5.1 require no balancing by the media, provided that where such broadcasts carry campaigning message, CFC shall take steps to balance these messages with appropriate coverage of the campaigns of other presidential candidates and where that is not feasible the provision of section 193 of the Constitution shall apply by extension.

5.3 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.

6. Allocation of air-time in respect of party election broadcasts.

6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by the Commission and the Authority in collaboration with CFC to the various parties contesting the Parliamentary and Presidential elections and Local Government Elections, referenda and any other elections.

6.2 Party election broadcasts shall be recorded at professional studios and CFC will reserve the right to assess the technical, editorial and programme quality of such recorded material. If such broadcasts fail to meet CFC's required technical, editorial and programme standards, they shall not be broadcast.

6.3 Complete party election broadcasts ready for transmission must be handed over to CFC who must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.

6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with CFC shall determine the sequence in which party election broadcasts are to be transmitted for the entire election broadcast period. 6.9.2 notify CFC in writing of such sequence.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

7.1 During the official campaign period, CFC shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably.

7.2 In the event of any criticism against a political party being levelled in a particular programme without such party having been afforded an opportunity to respond thereto in such programme or without the view of such political party having been reflected therein, CFC shall be obliged to afford such party a reasonable opportunity to respond to the criticism. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.

7.3 CFC shall transmit news or current affairs programmes in respect of the elections in an impartial and objective manner which treats all parties fairly and equitably.

8. Complaints

8.1 The Broadcasting Monitoring and Complaints Committee is hereby established with the responsibility to receive and investigate complaints about the Licensee from the public and any interested stakeholders during elections.

8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Electoral Commission and the Chairperson of the Malawi Law Society.

8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedure.

4.4.1 Any air-time allocated to it but not used by a party shall be forfeited; and
4.4.2 If any party does not wish to use any air-time allocated to it, such air-time shall not be allocated to another party but shall be used by CFC for the purpose of transmitting conventional programming or material.

2. Live Broadcasts

- 2.1 CFC may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State.
- 2.2 Broadcasts of this nature referred to under sub-clause 2.1 require no balancing by the media provided that where such broadcasts carry campaigning messages, CFC shall take steps to balance these messages with appropriate coverage of the campaigns of other presidential candidates and where that is not feasible the provision of section 193 of the Constitution shall apply by extension.
- 2.3 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.

6. Allocation of air-time in respect of party election broadcasts

- 6.1 Air-time in respect of party election broadcasts shall be allocated by the Commission and the Authority in collaboration with CFC to the various parties contesting the Parliamentary and Presidential elections and Local Government Elections, referenda and any other election.
- 6.2 Party election broadcasts shall be recorded at professional studios and CFC will reserve the right to assess the technical, editorial and programme quality of such recordings. If such broadcasts fail to meet CFC's required technical, editorial and programme standards, they shall not be broadcast.
- 6.3 Complete party election broadcasts ready for transmission must be handed over to CFC who must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with CFC shall determine the sequence in which party election broadcasts are to be transmitted for the entire election broadcast period. CFC shall notify CFC in writing of such sequence.

7. Fair and equitable treatment of political parties by the broadcasting licensee during election period

- 7.1 During the official campaign period, CFC shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party having been afforded an opportunity to respond thereto in such programme or without the view of such political party having been taken into account, CFC shall be obliged to afford such party a reasonable opportunity to respond to the criticism. Provided that if such criticism is levelled within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 CFC shall ensure that news or current affairs programmes in respect of the elections are impartial and objective and shall not be biased in favour of any party or parties fairly and equitably.

8. Complaints

- 8.1 The Broadcasting Monitoring and Complaints Committee is hereby established with the responsibility to receive and address complaints about the licensee from the public and any interested stakeholders during elections.
- 8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the President General of the Malawi Law Society, the Chairman of the Media Commission, the Electoral Commission and the Chairperson of the National Council of Chiefs.
- 8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedure.

GENERAL NOTICE No. 87

Reference: B-B-COI-S-24



Licence No. 00024

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

MALAWI COMMUNICATIONS REGULATORY AUTHORITY
COMMUNITY OF INTEREST NATIONAL SOUND BROADCASTING SERVICE LICENCE

This is to certify that

LIVINGWATERS CHURCH RADIO

of: P.O Box 921
Blantyre
Malawi

is licensed to provide a COMMUNITY OF INTEREST NATIONAL SOUND BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 23rd November, 2012 and ending on 23rd November, 2019, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows—

- (a) Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$2, 500.00 in respect of the First Licence Year.
- (b) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.

CHARLES NSALIWA
Director General

MARTHA KWATAINE
Chairman

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

Issued without alteration or erasure, and void if altered or erased

Broadcasting Licence for LWC Radio Station

TERMS AND CONDITIONS OF THE LICENCE

1. Licence Principles

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

- 1.1 The protection of the best interests of the community of interest, consumers and other users of community of interest broadcasting service;
- 1.2 Promotion of open access to information by means of the community of interest sound broadcasting service;
- 1.3 Promotion of efficiency within the community of interest sound broadcasting service of the Licensee;
- 1.4 Encouraging the introduction of new and innovative programmes in order to enhance cultural needs and aspirations of the people of Malawi;
- 1.5 Fostering the development of a community of interest sound broadcasting service in accordance with recognized national and international standards;
- 1.6 Informing and educating the masses on development, political, social and economic issues; and
- 1.7 Entertaining the public in accordance with the national and cultural values

2. Name of Station

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

“LWC RADIO” (LWC RADIO Station)

- 2.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 2.3 The Licensee may, in the place of the name of the station as specified in sub-clause 2.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 2.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

3. On-Air Station Identification

The Licensee shall ensure that its radio station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be.

4. Protection of Constitutional Rights and Freedoms

- 4.1 In the provision of its community of interest sound broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens' and the community's rights, among others, to—
 - 4.1.1 privacy;
 - 4.1.2 economic activity;
 - 4.1.3 economic, social, cultural and political development;
 - 4.1.4 freedom of association;
 - 4.1.5 freedom of conscience and opinion;
 - 4.1.6 freedom of expression;
 - 4.1.7 access to information; and
 - 4.1.8 administrative justice.

5. National Coverage and Universal Service Strategy

5.1 The Licensee shall provide a community of interest sound broadcasting service throughout the Republic. To this end the Licensee shall, within eight (8) months of the roll out period from the Effective Date, furnish the Authority with the following—

5.1.1 Within eight (8) months of the roll out period from the Effective Date, furnish the Authority with the following—

- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's community of interest sound broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's community of interest sound broadcasting service; and
- (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

5.1.2 Simultaneously with the report stipulated in sub-clause 5.1.1, the Licensee shall furnish the Authority with a comprehensive Plan and Strategy to achieve universal service to all populated areas of the Republic of Malawi within eight (8) months calculated from the Effective Date: Provided that the said Plan and Strategy shall be implemented only after approval by the Authority.

6. Broadcasting Hours

6.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. Provided that the licensee shall ensure that its radio station broadcasts not less than eighteen (18) hours per day;

6.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.

6.3 Notwithstanding the provisions of sub-clauses 6.1 and 6.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

7. Programming and Content

7.1 News and Current Affairs

7.1.1 The Licensee shall within eight (8) months of the Effective Date commence with the provision of news bulletins for not less than three (3) minutes every hour commencing at 06h00 up to and including 22h00. Provided that the Licensee may in its discretion provide news on a more frequent basis.

7.1.2 The Licensee shall endeavour, within eight (8) months of the Effective Date, commence with the provision of current affairs programming twice a day. Provided that the licensee may in its discretion provide current affairs news on a more frequent basis.

7.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct, under the Third Schedule of the Act, encourage free and informed opinion on matters of public interest, but its employees shall refrain from expressing their personal opinion or the opinion of its Board or management on political affairs or on matters of public policy, without prejudice other than broadcasting matters.

7.1.4 The Licensee shall ensure that news personnel exercise independent editorial control over the content of news and current affairs programmes.

8. Editorial and Programme Policy

The Licensee shall devise an Editorial and Programme Policy in line with this Licence, the Constitution, the Communications Act and the Laws and Policies of Malawi and shall be required to submit it to the Authority within eight (8) months from the Effective Date.

9. Culture

9.3.1 The Licensee shall ensure that its programming reflects 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.

9.3.2 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 sub-clause.

10. Syndicates and Rebroadcasts

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

11. Format

The Licensee shall not change the format of its community of interest sound broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

12. Entertainment

12.1 The Licensee shall provide entertainment programming that meets the needs, objectively assessed, of the people of the Republic.

12.2 All entertainment programming containing national and international content shall reflect the geographic spread of the people of Malawi.

13. Programme Content

The Licensee shall broadcast programmes that reflect the cultural diversity of the people of the Republic, as well as the historical, current or futuristic life of the people of the Republic. All programme schedules shall have a minimum of sixty (60) per cent of its programmes with Malawian content, which shall be measured according to the following criteria—

13.1 Nationality of the scriptwriter(s), producer(s) and editor(s);

13.2 Nationality of the presenter(s);

13.3 Country of origin of any background music or other sound effects;

13.4 Country of production; and

13.5 The country of setting of the content of the programme.

Provided that for purposes of this paragraph, each one of the items listed above shall carry a weighting of twenty per cent (20%).

14. Educational Programmes

14.1 Subject to sub-clause 13 hereof, the Licensee shall continue to broadcast and or introduce educational programmes covering, *inter alia*—

(a) Science and Technology;

(b) HIV/Aids;

(c) Position of women, children and the disabled;

(d) Curriculum-based education;

(e) Career guidance;

(f) Environment;

(g) General Health and Hygiene; and

(h) any other educational areas not expressly included herein.

14.2 The Licensee shall, within eight (8) months of the Effective Date, furnish the Authority with its plan and strategy for the said programmes.

15. Democracy

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

16. Public Announcements

16.1 Notwithstanding the Government standing procedures, if any, the Licensee shall, when requested by the Authority, the Minister responsible for Information, the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or the Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information on immediate or impending and grave danger or disaster. Such request shall be confirmed in writing within forty-eight (48) hours of broadcasting;

16.2 The Licensee shall, when requested by the Authority, without charge broadcast such information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning the Licensee as the case may be from time to time.

17. Maintenance of Broadcast Programmes

17.1 The Licensee shall keep a record of all broadcast programmes in a form determined by the Authority from time to time and shall be in an unedited version;

17.2 The records stipulated in sub-clause 17.1 shall be kept and maintained for a period of not less forty-five (45) days;

17.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

18. Live Broadcasts

18.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under

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

19. Election Coverage

19.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues.

19.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and all electoral issues are treated equitably.

19.3 In the event that the Licensee opts to proceed as envisaged in clause 19.2 above, it shall ensure that it abides by Schedule 5 hereto *mutatis mutandis*.

20. Public Complaints

20.1 The Licensee shall, within eight (8) months of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain the approval thereof from the Authority;

20.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever;

20.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 20.1 hereof;

20.4 The Licensee shall, at least once a day, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority;

20.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures;

20.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how these were addressed by the Licensee.

21. Contracts

- 21.1 Subject to paragraph 10 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material the re-broadcast foreign-sourced programme material. Provided that any such contracts shall be subject to the prior consultation with of the Authority and may not be implemented without notifying the Authority;
- 21.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

22. Licence Fees

- 22.1 Upon the issuance of this Licence, the Licensee shall pay to the Authority a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 2,500.00 in respect of the First Licence Year.
- 22.2 The licensee is also obliged to pay the Authority—
- (a) Radio Licence (frequency) fees of Malawian Kwacha equivalent of US\$ 712.00 per assigned broadcasting frequency, for the first licence year and Malawian Kwacha equivalent of US\$ 356.00 the second year and thereafter; and
 - (b) studio transmitter links (STLs) frequency fee of Malawian Kwacha equivalent of US\$ 356.00 per link.
- 22.3 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 1% per annum compounded monthly until full liquidation thereof.
- 22.4 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licensee shall be deemed to have been warned to pay up all outstanding fees.
- 22.5 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given a notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.
- 22.6 Notwithstanding the foregone clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licensee.

23. Amendment

- 23.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with section 53 of the Act;
- 23.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as determined by the Authority from time to time;
- 23.3 Any Licence amendment proceedings instituted by the Authority *mero motu* shall not attract any Licence amendment application fee or Licence amendment fees;

24. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

25. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51 (1) (d) of the Act and subject to renewal.

26. Authorization and Approvals-Addresses

- 26.1 Any authorization or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—
- (a) Physical address :

- (b) Postal address : P.O Box 923, Blantyre.
- (c) Telephone number :
- (d) Facsimile number :
- (e) E-mail address :

26.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change, no less than five (5) days prior to the change.

26.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely—

- (a) Physical address : MACRA House
Salmin Amour Road
- (a) Postal address: Private Bag 261
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address: dg-macra@macra.org.mw

27. Frequencies and Technical Parameters

- 27.1 This Licence shall comply with the technical parameters as set out in Schedule 2 or as agreed with the Authority from time to time.
- 27.2 The Licensee shall comply strictly with the broadcasting technical specifications set out in Schedule 3 or as recommended by the National Communications Policy (NCP), International Telecommunications Union (ITU) and other international agreements entered into by the Republic.
- 27.3 The Licensee is licensed to broadcast a community of interest sound broadcasting service using the frequencies specified and listed in Schedule 4 or as and when applied for; and
- 27.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the national spectrum plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

28. Revocation

28.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—

- (i) if the Licensee is in substantial breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
- (ii) if the Licensee has been declared bankrupt or insolvent; or
- (iii) if the Licensee takes steps to deregister itself or is deregistered.
- (iv) If the Licensee fails to roll out within twelve (12) months from the Effective date

Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

28.2 The Radio licence shall be revoked in accordance with section 42 of the Act.

28.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked.

29. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

30. Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

31. Renewal

31.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions

31.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence

31.3 The Authority shall with valid reasons not renew a License if it is in the public interest to do so.

31.4 On renewal, the Authority may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators

31.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

32. General

32.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.

32.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.

32.3 This Licence is classified as "Community of Interest Sound Broadcasting Service Licence".

CHARLES NSALIWA
Director General

Signed for and on behalf of the Authority

SCHEDULE 1
LICENCE FORMAT

Licensee : LWC RADIO
Station Name : LWC RADIO

Description of Format

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

- (a) Magazine;
- (b) Discussion;
- (c) Features;
- (d) Musical Variety;
- (e) Phone-in programmes;
- (f) Documentaries;
- (g) Commentary (OB);
- (h) Press Conference;
- (i) Quizzes;
- (j) Drama;
- (k) Narrative;
- (l) Vox-pops;
- (m) Talk/speeches;
- (n) News and News Comments; and
- (o) Reports.

sms and phone in testimony

The Licensee shall, within eight (8) months from the Effective Date, introduce educational and developmental programmes covering, inter alia—

- (i) Science and technology;
- (ii) HIV/Aids;
- (iii) Position of women, children and the disabled;
- (iv) Curriculum-based education;
- (v) Career guidance;
- (vi) Environment;
- (vii) General health and hygiene, and
- (viii) Sports, agriculture, developmental, business and any other Sectoral MGDS areas not expressly included herein.

SCHEDULE - 2

TECHNICAL PARAMETERS

Licensee : LIVING WATERS CHURCH

Station Name : LWC RADIO

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- The Licensee is licensed and authorised to broadcast from studios situated at the following addresses:
- 1.1 Blantyre;
 - 1.2 Lilongwe;
 - 1.3 Mzuzu; and
 - 1.4 any other studios to be developed from time to time including outside broadcasting.
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
 3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
 4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent persons.
 5. The Licensee's coverage area shall be the whole Republic.
 6. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, request the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive formal application for an amendment to this Licence.
 7. The Authority may at any time conduct such independent tests as it may consider necessary on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
 8. Any deviation from these conditions may lead to immediate suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : LIVING WATERS CHURCH

Station Name : LWC RADIO

TO BE FURNISHED LATER

SCHEDULE 4
LICENSED FREQUENCIES

Licensee : LIVING WATERS CHURCH

Station Name : LWC RADIO

SCHEDULE 5
BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : LIVING WATERS CHURCH

Station Name : LWC RADIO

1. Interpretation

- 1.1 Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

2. Definitions

- 2.1 In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.
- 2.2 "The Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.
- 2.3 "Commission" means the Malawi Electoral Commission established by section 75 of the Constitution.
- 2.4 "Elections" means any general election, by-election, local government election and referendum.
- 2.5 "Electoral Commission Act" means the Electoral Commission Act, 1998.
- 2.6 "Electoral Laws" means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.
- 2.7 "Party" means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.
- 2.8 "Party Election Broadcast" means a direct address or message broadcast free of charge on LWC RADIO under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).
- 2.9 "Political advertisement" means an advertisement broadcast on LWC RADIO that is intended or calculated to advance the interests of any political party, for which advertisement LWC RADIO has received or is to receive, directly or indirectly, any money or other consideration.
- 2.10 "Polling day" means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections

Act for the holding of a poll.

3. General provisions in respect of political advertisement or a party election broadcasts.

- 3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by LWC RADIO shall submit that political advertisement or party broadcast to LWC RADIO, pre-recorded and presented thereto 48 hours before transmission—
- 3.1.1 in a form and manner that complies with LWC RADIO's technical, editorial and programme standards as approved by the Authority;
- 3.1.2 in completed form, ready for broadcast; and
- 3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.
- 3.2 Every political advertisement or party election broadcast submitted by a party to LWC RADIO for transmission shall be prepared by or at the instance or request of, that party.
- 3.3 LWC RADIO shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
- 3.4 LWC RADIO shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
- 3.5 LWC RADIO upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to LWC RADIO at least 48 hours before the intended time for its transmitted;
- 3.6 Any party whose party election broadcast has been rejected or refused by the LIVING WATERS RADIO shall have the right to refer the matter to the Authority.
- 3.7 A party that submits a political advertisement or party election broadcast to the LWC RADIO for transmission shall ensure that the political advertisement or party election broadcast does not—
- 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
- 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
- 3.8 Neither party that submits a political advertisement or a party election broadcast to LWC RADIO for transmission, nor any member or official of any such party, shall have any claim against LWC RADIO arising from the transmission by it of that political advertisement or party election broadcast.
- 3.9 LWC RADIO shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified LWC RADIO in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
- 3.10 At the end of the campaign period, the LIVING WATERS RADIO is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.

4. Specific provisions in respect of Party Election Broadcasts

- 4.1 Party election only be transmitted by LWC RADIO which shall—
- 4.1.1 make available, on every day throughout the election broadcast period time-slots of (2) two minutes each for the transmission of election broadcasts, provided that the Commission and the Authority in collaboration with LWC RADIO shall be entitled to prescribe by regulation an increased number of daily time-slots for the transmission of election broadcasts;
- 4.1.2 do so in accordance with the sequence and timing prescribed by the Commission and the Authority in terms of this schedule.
- 4.1.3 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts; and
- 4.1.4 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.

- 4.2 Party election broadcast transmitted by LWC RADIO shall be allocated equitable time duration not exceeding exceed two minutes each.
- 4.3 LWC RADIO shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
- 4.4 No party shall be obliged to use the air time allocated to it in terms of the transmission of party election broadcasts provided that:
 - 4.4.1 Any air-time allocated to it but not used by a party shall be forfeited; and
 - 4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by LWC RADIO for the purpose of transmitting conventional programming or material.
5. **Live Broadcasts**
 - 5.1 LWC RADIO may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State.
 - 5.2 Broadcasts of this nature referred to under sub-clause 5.1 require no balancing by the media, provided that where such broadcasts carry campaigning message, LWC RADIO shall take steps to balance these messages with appropriate coverage of the campaigns of other presidential candidates and where that is not feasible the provision of section 193 of the Constitution shall apply by extension.
 - 5.3 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.
6. **Allocation of air-time in respect of party election broadcasts.**
 - 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by the Commission and the Authority in collaboration with LWC RADIO to the various parties contesting the Parliamentary and Presidential elections and Local Government Elections, referenda and any other elections.
 - 6.2 Party election broadcasts shall be recorded at professional studios and LWC RADIO will reserve the right to assess the technical, editorial and programme quality of such recorded material. If such broadcasts fail to meet LWC RADIO's required technical, editorial and programme standards, they shall not be broadcast.
 - 6.3 Complete party election broadcasts ready for transmission must be handed over to LWC RADIO who must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.
 - 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with LWC RADIO shall determine the sequence in which party election broadcasts are to be transmitted for the entire election broadcast period. 6.9.2 notify LWC RADIO in writing of such sequence.
7. **Equitable treatment of political parties by the broadcasting licensee during election period.**
 - 7.1 During the official campaign period, LWC RADIO shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably.
 - 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party having been afforded an opportunity to respond thereto in such programme or without the view of such political party having been reflected therein, LWC RADIO shall be obliged to afford such party a reasonable opportunity to respond to the criticism. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
 - 7.3 LWC RADIO shall transmit news or current affairs programmes in respect of the elections in an impartial and objective manner which treats all parties fairly and equitably.
8. **Complaints**
 - 8.1. The Broadcasting Monitoring and Complaints Committee is hereby established with the responsibility to receive and investigate complaints about the Licensee from the public and any interested stakeholders during elections.
 - 8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Electoral Commission and the Chairperson of the Malawi Law Society.
 - 8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedure.

1900-1910

The Broadcasting Monitoring and Complaints Committee is a fully constituted body that is responsible for monitoring and complaints from the public and any interested stakeholders during elections.

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...has priced fairly and efficiently

Maximum tire pressure 35 psi. Do not over-inflate.

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...the political balance...

sample measurement of political knowledge by the public during election period

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Local Government Elections and municipal elections.

What is the time in respect of birth: election prospects?

Do all official cabinets truly contain a clear, unambiguous message on behalf of his or her party?

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or placed or immediately before or after a political advertisement.

Exceeded two minutes each

Party election broadcast transmitted by 12.15. RADIO shall be allocated equitable time duration not exceeding

GENERAL NOTICE NO. 88

Reference: B-PVR-S-25



Licence No. 00025

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

MALAWI COMMUNICATIONS REGULATORY AUTHORITY**PRIVATE SOUND BROADCASTING SERVICE LICENCE**

This is to certify that

MIJ RADIO

of: P.O Box 30165
Chichiri
Blantyre 3

is licensed to provide a PRIVATE BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 23rd November, 2012 and ending on 23rd November, 2019, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows—

- (a) Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$5,000.00 in respect of the First Licence Year.
- (b) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.

CHARLES NSALIWA
Director General

MARTHA KWATAINE
Chairman

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

Issued without alteration or erasure, and void if altered or erased

Broadcasting Licence for MIJ Broadcasting Station

TERMS AND CONDITIONS OF THE LICENCE

1. Licence Principles

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

- 1.1 The protection of the best interests of the public, consumers and other users of private broadcasting service;
- 1.2 Promotion of open access to information by means of the private sound broadcasting service;
- 1.3 Promotion of efficiency within the private sound broadcasting service of the Licensee;
- 1.4 Encouraging the introduction of new and innovative programmes in order to enhance cultural needs and aspirations of the people of Malawi;
- 1.5 Fostering the development of a private sound broadcasting service in accordance with recognized national and international standards;
- 1.6 Informing and educating the masses on development, political, social and economic issues; and
- 1.7 Entertaining the public in accordance with the national and cultural values

2. Name of Station

- 2.1 The name of the station in respect to which the Licensee is authorised to own, operate and provide a private sound broadcasting service under this Licence is—

“ MIJ RADIO” (MIJ Radio)

- 2.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 2.3 The Licensee may, in the place of the name of the station as specified in sub-clause 2.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 2.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

3. On-Air Station Identification

The Licensee shall ensure that its radio station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be.

4. Protection of Constitutional Rights and Freedoms

- 4.1 In the provision of its private sound broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens' and the community's rights, among others, to—
 - 4.1.1 privacy;
 - 4.1.2 economic activity;
 - 4.1.3 economic, social, cultural and political development;
 - 4.1.4 freedom of association;
 - 4.1.5 freedom of conscience and opinion;
 - 4.1.6 freedom of expression;
 - 4.1.7 access to information; and
 - 4.1.8 administrative justice.

5. National Coverage and Universal Service Strategy

5.1 The Licensee shall provide a private sound broadcasting service throughout the Republic. To this end the Licensee shall, within eight (8) months of the roll out period from the Effective Date, furnish the Authority with the following—

5.1.1 Within eight (8) months of the roll out period from the Effective Date, furnish the Authority with the following—

- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's private sound broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's private sound broadcasting service; and
- (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

5.1.2 Simultaneously with the report stipulated in sub-clause 5.1.1, the Licensee shall furnish the Authority with a comprehensive Plan and Strategy to achieve universal service to all populated areas of the Republic of Malawi within eight (8) months calculated from the Effective Date: Provided that the said Plan and Strategy shall be implemented only after approval by the Authority.

6. Broadcasting Hours

6.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. Provided that the licensee shall ensure that its radio station broadcasts not less than eighteen (18) hours per day;

6.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.

6.3 Notwithstanding the provisions of sub-clauses 6.1 and 6.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

7. Programming and Content**7.1 News and Current Affairs**

7.1.1 The Licensee shall within eight (8) months of the Effective Date commence with the provision of news bulletins for not less than three (3) minutes every hour commencing at 06h00 up to and including 22h00. Provided that the Licensee may in its discretion provide news on a more frequent basis.

7.1.2 The Licensee shall endeavour, within eight (8) months of the Effective Date, commence with the provision of current affairs programming twice a day. Provided that the licensee may in its discretion provide current affairs news on a more frequent basis.

7.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct, under the Third Schedule of the Act, encourage free and informed opinion on matters of public interest, but its employees shall refrain from expressing their personal opinion or the opinion of its Board or management on political affairs or on matters of public policy, without prejudice other than broadcasting matters.

7.1.4 The Licensee shall ensure that news personnel exercise independent editorial control over the content of news and current affairs programmes.

8. Editorial and Programme Policy

The Licensee shall devise an Editorial and Programme Policy in line with this Licence, the Constitution, the Communications Act and the Laws and Policies of Malawi and shall be required to submit it to the Authority within eight (8) months from the Effective Date.

9. Culture

9.1 The Licensee shall ensure that its programming reflects 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 sub-clause.

10. Syndicates and Rebroadcasts

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

11. Format

The Licensee shall not change the format of its private sound broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

12. Entertainment

12.1 The Licensee shall provide entertainment programming that meets the needs, objectively assessed, of the people of the Republic.

12.2 All entertainment programming containing national and international content shall reflect the geographic spread of the people of Malawi.

13. Programme Content

The Licensee shall broadcast programmes that reflect the cultural diversity of the people of the Republic, as well as the historical, current or futuristic life of the people of the Republic. All programme schedules shall have a minimum of sixty (60) per cent of its programmes with Malawian content, which shall be measured according to the following criteria—

13.1 Nationality of the scriptwriter(s), producer(s) and editor(s);

13.2 Nationality of the presenter(s);

13.3 Country of origin of any background music or other sound effects;

13.4 Country of production; and

13.5 The country of setting of the content of the programme.

Provided that for purposes of this paragraph, each one of the items listed above shall carry a weighting of twenty per cent (20%).

14. Educational Programmes

14.1 Subject to sub-clause 13 hereof, the Licensee shall continue to broadcast and or introduce educational programmes covering, *inter alia*—

(a) Science and Technology;

(b) HIV/Aids;

(c) Position of women, children and the disabled;

(d) Curriculum-based education;

(e) Career guidance;

(f) Environment;

(g) General Health and Hygiene; and

(h) any other educational areas not expressly included herein.

14.2 The Licensee shall, within eight (8) months of the Effective Date, furnish the Authority with its plan and strategy for the said programmes.

15. Democracy

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

16. Public Announcements

- 16.1 Notwithstanding the Government standing procedures, if any, the Licensee shall, when requested by the Authority, the Minister responsible for Information, the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or the Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information on immediate or impending and grave danger or disaster. Such request shall be confirmed in writing within forty-eight (48) hours of broadcasting;
- 16.2 The Licensee shall, when requested by the Authority, without charge broadcast such information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning the Licensee as the case may be from time to time.

17. Maintenance of Broadcast Programmes

- 17.1 The Licensee shall keep a record of all broadcast programmes in a form determined by the Authority from time to time and shall be in an unedited version;
- 17.2 The records stipulated in sub-clause 17.1 shall be kept and maintained for a period of not less forty-five (45) days;
- 17.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

18. Live Broadcasts

- 18.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under .
- 18.2 The Authority shall restrict the Licensee from live broadcasts if it is in the public interest to do so.

19. Advertising

- 19.1 Subject to sub-clause 9.2 the Licensee may broadcast up to fifteen (15) minutes of Advertisements per hour during any ordinary broadcasting hour;
- 19.2 The Licensee may broadcast up to twenty (20) minutes of advertisements during any Peak Hour broadcast;
- 19.3 The Licensee shall annually furnish to the Authority, within sixty (60) days of the end of the Licensee's financial year, a return covering all the advertising broadcast during the preceding financial year, the total minutes or hours of such advertising, and the total revenues derived there from;
- 19.4 The return stipulated in sub-clause 9.3 shall contain a declaration under oath or affirmation, in the following terms—

"I, the undersigned....., in my capacity as hereby declare under oath/affirm that the information provided in this return is to the best of my knowledge and belief both true and correct. I undertake that should I become aware that any such information is not accurate, I shall immediately bring this information to the attention of the Authority",

and shall be signed by the Chairman of the Board, or the Director-General of the Licensee acting under lawful authorization of the Board

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

20. Election Coverage

- 20.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues.
- 20.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and all electoral issues are treated equitably.
- 20.3 In the event that the Licensee opts to proceed as envisaged in clause 20.2 above, it shall ensure that it abides by Schedule 5 hereto *mutatis mutandis*.

21. Public Complaints

- 21.1 The Licensee shall, within eight (8) months of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain the approval thereof from the Authority;
- 21.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever;
- 21.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 21.1 hereof;
- 21.4 The Licensee shall, at least once a day, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority;
- 21.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures;
- 21.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how these were addressed by the Licensee.

22. Contracts

- 22.1 Subject to paragraph 10 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material the re-broadcast foreign-sourced programme material. Provided that any such contracts shall be subject to the prior consultation with of the Authority and may not be implemented without notifying the Authority;
- 22.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

23. Licence Fees

- 23.1 Upon the issuance of this Licence, the Licensee shall pay to the Authority a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 5,000.00 in respect of the First Licence Year.
- 23.2 The licensee is also obliged to pay the Authority—
 - (a) Radio Licence (frequency) fees of Malawian Kwacha equivalent of US\$ 712.00 per assigned broadcasting frequency, for the first licence year and Malawian Kwacha equivalent of US\$ 356.00 the second year and thereafter; and
 - (b) studio transmitter links (STLs) frequency fee of Malawian Kwacha equivalent of US\$ 356.00 per link.
- 23.3 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 1% per annum compounded monthly until full liquidation thereof.
- 23.4 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licensee shall be deemed to have been warned to pay up all outstanding fees.
- 23.5 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given a notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.
- 23.6 Notwithstanding the foregoing clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licensee.

24. Amendment

- 24.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with section 53 of the Act;
- 24.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as determined by the Authority from time to time;

24.3 Any Licence amendment proceedings instituted by the Authority *mero motu* shall not attract any Licence amendment application fee or Licence amendment fees;

25. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

26. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51 (1) (d) of the Act and subject to renewal.

27. Authorization and Approvals-Addresses

27.1 Any authorization or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—

- (a) Physical address :
- (b) Postal address : P.O Box 30165, Blantyre 3.
- (c) Telephone number :
- (d) Facsimile number :
- (e) E-mail address :

27.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change, no less than five (5) days prior to the change.

27.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely—

- (a) Physical address : MACRA House
Salmin Amour Road
- (a) Postal address: Private Bag 261
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address: dg-macra@macra.org.mw

28. Frequencies and Technical Parameters

28.1 This Licence shall comply with the technical parameters as set out in Schedule 2 or as agreed with the Authority from time to time.

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

28.3 The Licensee is licensed to broadcast a public sound broadcasting service using the frequencies specified and listed in Schedule 4 or as and when applied for; and

28.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the national spectrum plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

29. Revocation

29.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—

- (i) if the Licensee is in substantial breach of the conditions of this Licence and has not within a reasonable period,

after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or

- (ii) if the Licensee has been declared bankrupt or insolvent; or
- (iii) if the Licensee takes steps to deregister itself or is deregistered.
- (iv) If the Licensee fails to roll out within twelve (12) months from the Effective date

Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

29.2 The Radio licence shall be revoked in accordance with section 42 of the Act.

29.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked.

30. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

31. Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

32. Renewal

32.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions

32.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence

32.3 The Authority shall with valid reasons not renew a License if it is in the public interest to do so.

32.4 On renewal, the Authority may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators

32.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

33. General

33.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.

33.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.

33.3 This Licence is classified as "private Sound Broadcasting Service Licence".

CHARLES NSALIWA

Director General

Signed for and on behalf of the Authority

SCHEDULE 1
LICENCE FORMAT

Licensee : MALAWI INSTITUTE OF JOURNALISM
Station Name : MIJ Radio

Description of Format

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

- (a) Magazine;
- (b) Discussion;
- (c) Features;
- (d) Musical Variety;
- (e) Phone-in programmes;
- (f) Documentaries;
- (g) Commentary (OB);
- (h) Press Conference;
- (i) Quizzes;
- (j) Drama;
- (k) Narrative;
- (l) Vox-pops;
- (m) Talk/speeches;
- (n) News and News Comments; and
- (o) Reports.

sms and phone in testimony

The Licensee shall, within eight months from the Effective Date, introduce educational and developmental programmes covering, inter alia—

- (i) Science and technology;
- (ii) HIV/Aids;
- (iii) Position of women, children and the disabled;
- (iv) Curriculum-based education;
- (v) Career guidance;
- (vi) Environment;
- (vii) General health and hygiene, and
- (viii) Sports, agriculture, developmental, business and any other Sectoral MGDS areas not expressly included herein.

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : MALAWI INSTITUTE OF JOURNALISM

Station Name : MIJ RADIO

1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses:
 - 1.1 Blantyre;
 - 1.2 Lilongwe;
 - 1.3 Mzuzu; and
 - 1.4 any other studios to be developed from time to time including outside broadcasting.
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent persons.
5. The Licensee's coverage area shall be the whole Republic.
6. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, request the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive formal application for an amendment to this Licence.
7. The Authority may at any time conduct such independent tests as it may consider necessary on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
8. Any deviation from these conditions may lead to immediate suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : MALAWI INSTITUTE OF JOURNALISM

Station Name : MIJ RADIO

TO BE FURNISHED LATER

SCHEDULE 4

Broadcasting Licence for MIJ Broadcasting Station

LICENSED FREQUENCIES

Licensee : MALAWI INSTITUTE OF JOURNALISM

Station Name : MIJ RADIO

SCHEDULE 5

BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : MALAWI INSTITUTE OF JOURNALISM

Station Name : MIJ RADIO

1. Interpretation

- 1.1 Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

2. Definitions

- 2.1 In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.
- 2.2 "The Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.
- 2.3 "Commission" means the Malawi Electoral Commission established by section 75 of the Constitution.
- 2.4 "Elections" means any general election, by-election, local government election and referendum.
- 2.5 "Electoral Commission Act" means the Electoral Commission Act, 1998.
- 2.6 "Electoral Laws" means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.
- 2.7 "Party" means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.
- 2.8 "Party Election Broadcast" means a direct address or message broadcast free of charge on MIJ RADIO under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).
- 2.9 "Political advertisement" means an advertisement broadcast on MIJ RADIO that is intended or calculated to advance the interests of any political party, for which advertisement MIJ RADIO has received or is to receive, directly or indirectly, any money or other consideration.
- 2.10 "Polling day" means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

3. General provisions in respect of political advertisement or a party election broadcasts.

- 3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by MIJ shall submit that political advertisement or party broadcast to MIJ, pre-recorded and presented thereto 48 hours before transmission—

- 3.1.1 in a form and manner that complies with MIJ's technical, editorial and programme standards as approved by the Authority;
 - 3.1.2 in completed form, ready for broadcast; and
 - 3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.
 - 3.2 Every political advertisement or party election broadcast submitted by a party to MIJ for transmission shall be prepared by or at the instance or request of, that party.
 - 3.3 MIJ shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
 - 3.4 MIJ shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
 - 3.5 MIJ upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to MIJ at least 48 hours before the intended time for its transmitted;
 - 3.6 Any party whose party election broadcast has been rejected or refused by the MIJ shall have the right to refer the matter to the Authority.
 - 3.7 A party that submits a political advertisement or party election broadcast to the MIJ for transmission shall ensure that the political advertisement or party election broadcast does not—
 - 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
 - 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
 - 3.8 Neither party that submits a political advertisement or a party election broadcast to MIJ for transmission, nor any member or official of any such party, shall have any claim against MIJ arising from the transmission by it of that political advertisement or party election broadcast.
 - 3.9 MIJ shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified MIJ in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
 - 3.10 At the end of the campaign period, the MIJ is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.
- 4. Specific provisions in respect of Party Election Broadcasts**
- 4.1 Party election only be transmitted by MIJ which shall—
 - 4.1.1 make available, on every day throughout the election broadcast period time-slots of (2) two minutes each for the transmission of election broadcasts, provided that the Commission and the Authority in collaboration with MIJ shall be entitled to prescribe by regulation an increased number of daily time-slots for the transmission of election broadcasts;
 - 4.1.2 do so in accordance with the sequence and timing prescribed by the Commission and the Authority in terms of this schedule.
 - 4.1.3 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts; and
 - 4.1.4 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.
 - 4.2 Party election broadcast transmitted by MIJ shall be allocated equitable time duration not exceeding exceed two minutes each.
 - 4.3 MIJ shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
 - 4.4 No party shall be obliged to use the air time allocated to it in terms of the transmission of party election broadcasts provided that:

4.4.1 Any air-time allocated to it but not used by a party shall be forfeited; and

4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by MIJ for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

5.1 MIJ may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State.

5.2 Broadcasts of this nature referred to under sub-clause 5.1 require no balancing by the media, provided that where such broadcasts carry campaigning message, MIJ shall take steps to balance these messages with appropriate coverage of the campaigns of other presidential candidates and where that is not feasible the provision of section 193 of the Constitution shall apply by extension.

5.3 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.

6. Allocation of air-time in respect of party election broadcasts.

6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by the Commission and the Authority in collaboration with MIJ to the various parties contesting the Parliamentary and Presidential elections and Local Government Elections, referenda and any other elections.

6.2 Party election broadcasts shall be recorded at professional studios and MIJ will reserve the right to assess the technical, editorial and programme quality of such recorded material. If such broadcasts fail to meet MIJ's required technical, editorial and programme standards, they shall not be broadcast.

6.3 Complete party election broadcasts ready for transmission must be handed over to MIJ who must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.

6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with MIJ shall determine the sequence in which party election broadcasts are to be transmitted for the entire election broadcast period. 6.9.2 notify MIJ in writing of such sequence.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

7.1 During the official campaign period, MIJ shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably.

7.2 In the event of any criticism against a political party being levelled in a particular programme without such party having been afforded an opportunity to respond thereto in such programme or without the view of such political party having been reflected therein, MIJ shall be obliged to afford such party a reasonable opportunity to respond to the criticism. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.

7.3 MIJ shall transmit news or current affairs programmes in respect of the elections in an impartial and objective manner which treats all parties fairly and equitably.

8. Complaints

8.1. The Broadcasting Monitoring and Complaints Committee is hereby established with the responsibility to receive and investigate complaints about the Licensee from the public and any interested stakeholders during elections.

8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Electoral Commission and the Chairperson of the Malawi Law Society.

8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedure.

- 4.4.1 Any air-time allocated to it but not used by a party shall be forfeited, and
- 4.4.2 If any party does not wish to use any air-time allocated to it, such air-time shall not be allocated to another party, but shall be used by M11 for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

- 5.1 M11 may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State.
- 5.2 Broadcasts of this nature referred to under sub-clause 5.1 require no balancing by the media, provided that where such broadcasts carry campaigning messages, M11 shall take steps to balance these messages with appropriate coverage of the campaigns of other presidential candidates and where that is not feasible the provision of section 193 of the Constitution shall apply.
- 5.3 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.

6. Allocation of air-time in respect of party election broadcasts

- 6.1 Air-time in respect of party election broadcasts shall be allocated by the Commission and the Authority in collaboration with M11 to the various parties contesting the Parliamentary and Presidential elections and Local Government Elections, referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and M11 will reserve the right to assess the technical, editorial and programme quality of such recorded material. If such broadcasts fail to meet M11's required technical, editorial and programme standards, they shall not be broadcast.
- 6.3 Complete party election broadcasts ready for transmission must be handed over to M11 who must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with M11 shall determine the schedule in which party election broadcasts are to be transmitted for the entire election broadcast period. 6.2.2. M11 in writing of such schedule.

7. Equitable treatment of political parties by the broadcasting licensee during election period

- 7.1 During the official campaign period, M11 shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably.
- 7.2 In the event of any criticism against a political party being included in a particular programme without such party having been afforded an opportunity to respond thereto in such programme or within the view of such political party having been reflected therein, M11 shall be obliged to afford such party a reasonable opportunity to respond to the criticism. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 M11 shall ensure that news or current affairs programmes in respect of the elections in an impartial and objective manner which treats all parties fairly and equitably.

8. Complaints

- 8.1 The Broadcasting Monitoring and Complaints Committee is hereby established with the responsibility to receive and investigate complaints about the licensee from the public and any interested stakeholders during elections.
- 8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Election Commission and the Chairperson of the Malaysian Law Society.
- 8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedure.

GENERAL NOTICE NO. 89

Reference: B-COI-S- 26



Licence No. 00026

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

MALAWI COMMUNICATIONS REGULATORY AUTHORITY
COMMUNITY OF INTEREST NATIONAL SOUND BROADCASTING SERVICE LICENCE

This is to certify that

RADIO MARIA

of: P.O Box 408
Mangochi
Malawi.

is licensed to provide a COMMUNITY OF INTEREST NATIONAL BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 23rd November, 2012 and ending on 23rd November, 2019, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows—

- (a) Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$2,500.00 in respect of the First Licence Year.
- (b) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.

CHARLES NSALIWA
Director General

MARTHA KWATAINE
Chairman

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

Issued without alteration or erasure, and void if altered or erased

Broadcasting Licence for Radio Maria

TERMS AND CONDITIONS OF THE LICENCE

1. Licence Principles

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

- 1.1 The protection of the best interests of the public, consumers and other users of community of interest broadcasting service;
- 1.2 Promotion of open access to information by means of the community of interest sound broadcasting service;
- 1.3 Promotion of efficiency within the community of interest sound broadcasting service of the Licensee;
- 1.4 Encouraging the introduction of new and innovative programmes in order to enhance cultural needs and aspirations of the people of Malawi;
- 1.5 Fostering the development of a community of interest sound broadcasting service in accordance with recognized national and international standards;
- 1.6 Informing and educating the masses on development, political, social and economic issues; and
- 1.7 Entertaining the public in accordance with the national and cultural values

2. Name of Station

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

“RADIO MARIA”

- 2.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 2.3 The Licensee may, in the place of the name of the station as specified in sub-clause 2.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 2.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

3. On-Air Station Identification

The Licensee shall ensure that its radio station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be.

4. Protection of Constitutional Rights and Freedoms

- 4.1 In the provision of its community of interest sound broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens' and the community's rights, among others, to—

- 4.1.1 privacy;
- 4.1.2 economic activity;
- 4.1.3 economic, social, cultural and political development;
- 4.1.4 freedom of association;
- 4.1.5 freedom of conscience and opinion;
- 4.1.6 freedom of expression;
- 4.1.7 access to information; and
- 4.1.8 administrative justice.

5. National Coverage and Universal Service Strategy

5.1 The Licensee shall provide a community of interest sound broadcasting service throughout the Republic. To this end the Licensee shall, within eight (8) months of the roll out period from the Effective Date, furnish the Authority with the following—

5.1.1 Within eight (8) months of the roll out period from the Effective Date, furnish the Authority with the following—

- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's community of interest sound broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's community of interest sound broadcasting service; and
- (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

5.1.2 Simultaneously with the report stipulated in sub-clause 5.1.1, the Licensee shall furnish the Authority with a comprehensive Plan and Strategy to achieve universal service to all populated areas of the Republic of Malawi within eight (8) months calculated from the Effective Date: Provided that the said Plan and Strategy shall be implemented only after approval by the Authority.

6. Broadcasting Hours

6.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. Provided that the licensee shall ensure that its radio station broadcasts not less than eighteen (18) hours per day;

6.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.

6.3 Notwithstanding the provisions of sub-clauses 6.1 and 6.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

7. Programming and Content

7.1 News and Current Affairs

7.1.1 The Licensee shall within eight (8) months of the Effective Date commence with the provision of news bulletins for not less than three (3) minutes every hour commencing at 06h00 up to and including 22h00. Provided that the Licensee may in its discretion provide news on a more frequent basis.

7.1.2 The Licensee shall endeavour, within eight (8) months of the Effective Date, commence with the provision of current affairs programming twice a day. Provided that the licensee may in its discretion provide current affairs news on a more frequent basis.

7.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct, under the Third Schedule of the Act, encourage free and informed opinion on matters of public interest.

7.1.4 The Licensee shall ensure that news personnel exercise independent editorial control over the content of news and current affairs programmes.

8. Editorial and Programme Policy

The Licensee shall devise an Editorial and Programme Policy in line with this Licence, the Constitution, the Communications Act and the Laws and Policies of Malawi and shall be required to submit it to the Authority within eight (8) months from the Effective Date.

9. Culture

- 9.1 The Licensee shall ensure that its programming reflects 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 sub-clause.

10. Syndicates and Rebroadcasts

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

11. Format

The Licensee shall not change the format of its community of interest sound broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

12. Entertainment

- 12.1 The Licensee shall provide entertainment programming that meets the needs, objectively assessed, of the people of the Republic.
- 12.2 All entertainment programming containing national and international content shall reflect the geographic spread of the people of Malawi.

13. Programme Content

The Licensee shall broadcast programmes that reflect the cultural diversity of the people of the Republic, as well as the historical, current or futuristic life of the people of the Republic. All programme schedules shall have a minimum of sixty (60) per cent of its programmes with Malawian content, which shall be measured according to the following criteria—

- 13.1 Nationality of the scriptwriter(s), producer(s) and editor(s);
- 13.2 Nationality of the presenter(s);
- 13.3 Country of origin of any background music or other sound effects;
- 13.4 Country of production; and
- 13.5 The country of setting of the content of the programme.

Provided that for purposes of this paragraph, each one of the items listed above shall carry a weighting of twenty per cent (20%).

14. Educational Programmes

- 14.1 Subject to sub-clause 13 hereof, the Licensee shall continue to broadcast and or introduce educational programmes covering, *inter alia*—
 - (a) Science and Technology;
 - (b) HIV/Aids;
 - (c) Position of women, children and the disabled;
 - (d) Curriculum-based education;
 - (e) Career guidance;
 - (f) Environment;
 - (g) General Health and Hygiene; and
 - (h) any other educational areas not expressly included herein.
- 14.2 The Licensee shall, within eight (8) months of the Effective Date, furnish the Authority with its plan and strategy for the said programmes.

15. Democracy

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

16. Public Announcements

- 16.1 Notwithstanding the Government standing procedures, if any, the Licensee shall, when requested by the Authority, the Minister responsible for Information, the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or the Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information on immediate or impending and grave danger or disaster. Such request shall be confirmed in writing within forty-eight (48) hours of broadcasting;
- 16.2 The Licensee shall, when requested by the Authority, without charge broadcast such information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning the Licensee as the case may be from time to time.

17. Maintenance of Broadcast Programmes

- 17.1 The Licensee shall keep a record of all broadcast programmes in a form determined by the Authority from time to time and shall be in an unedited version;
- 17.2 The records stipulated in sub-clause 17.1 shall be kept and maintained for a period of not less forty-five (45) days;
- 17.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

18. Live Broadcasts

- 18.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under
- 18.2 The Authority shall restrict the Licensee from live broadcasts if it is in the public interest to do so.

19. Election Coverage

- 19.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues.
- 19.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and all electoral issues are treated equitably.
- 19.3 In the event that the Licensee opts to proceed as envisaged in clause 19.2 above, it shall ensure that it abides by Schedule 5 hereto *mutatis mutandis*.

20. Public Complaints

- 20.1 The Licensee shall, within eight (8) months of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain the approval thereof from the Authority;
- 20.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever;
- 20.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 20.1 hereof;
- 20.4 The Licensee shall, at least once a day, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority;
- 20.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures;
- 20.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how these were addressed by the Licensee.

21. Contracts

- 21.1 Subject to paragraph 10 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material the re-broadcast foreign-sourced programme material. Provided that any such contracts shall be subject to the prior consultation with of the Authority and may not be implemented without notifying the Authority;
- 21.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

22. Licence Fees

- 22.1 Upon the issuance of this Licence, the Licensee shall pay to the Authority a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 2,500.00 in respect of the First Licence Year.
- 22.2 The licensee is also obliged to pay the Authority—
- (a) Radio Licence (frequency) fees of Malawian Kwacha equivalent of US\$ 712.00 per assigned broadcasting frequency, for the first licence year and Malawian Kwacha equivalent of US\$ 356.00 the second year and thereafter; and
 - (b) studio transmitter links (STLs) frequency fee of Malawian Kwacha equivalent of US\$ 356.00 per link.
- 22.3 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 1% per annum compounded monthly until full liquidation thereof.
- 22.4 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licensee shall be deemed to have been warned to pay up all outstanding fees.
- 22.5 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given a notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.
- 22.6 Notwithstanding the foregone clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licensee.

23. Amendment

- 23.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with section 53 of the Act;
- 23.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as determined by the Authority from time to time;
- 23.3 Any Licence amendment proceedings instituted by the Authority mero motu shall not attract any Licence amendment application fee or Licence amendment fees;

25. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

25. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51 (1) (d) of the Act and subject to renewal.

26. Authorization and Approvals-Addresses

- 26.1 Any authorization or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—

(a) Physical address :

Broadcasting Licence for Radio Maria

- (b) Postal address : P.O. Box 408, Mangochi.
- (c) Telephone number :
- (d) Facsimile number :
- (e) E-mail address :

26.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change, no less than five (5) days prior to the change.

26.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely—

- (a) Physical address : MACRA House
Salmin Amour Road
- (a) Postal address: Private Bag 261
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address: dg-macra@macra.org.mw

27. Frequencies and Technical Parameters

27.1 This Licence shall comply with the technical parameters as set out in Schedule 2 or as agreed with the Authority from time to time.

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

27.3 The Licensee is licensed to broadcast a community of interest sound broadcasting service using the frequencies specified and listed in Schedule 4 or as and when applied for; and

27.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the national spectrum plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

28. Revocation

28.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—

- (i) if the Licensee is in substantial breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
- (ii) if the Licensee has been declared bankrupt or insolvent; or
- (iii) if the Licensee takes steps to deregister itself or is deregistered.
- (iv) If the Licensee fails to roll out within twelve (12) months from the Effective date

Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

28.2 The Radio licence shall be revoked in accordance with section 42 of the Act.

28.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked.

29. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

30. Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

31. Renewal

- 31.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions
- 31.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence
- 31.3 The Authority shall with valid reasons not renew a License if it is in the public interest to do so.
- 31.4 On renewal, the Authority may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators
- 31.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

32. General

- 32.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.
- 32.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.
- 32.3 This Licence is classified as "Community of Interest Sound Broadcasting Service Licence" PUBS.

CHARLES NSALIWA

Director General

Signed for and on behalf of the Authority

Broadcasting Licence for Radio Maria

SCHEDULE 1
LICENCE FORMAT

Licensee : RADIO MARIA
Station Name : RADIO MARIA

Description of Format

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

- (a) Magazine;
- (b) Discussion;
- (c) Features;
- (d) Musical Variety;
- (e) Phone-in programmes;
- (f) Documentaries;
- (g) Commentary (OB);
- (h) Press Conference;
- (i) Quizzes;
- (j) Drama;
- (k) Narrative;
- (l) Vox-pops;
- (m) Talk/speeches;
- (n) News and News Comments; and
- (o) Reports.

sms and phone in testimony

The Licensee shall, within eight (8) months from the Effective Date, introduce educational and developmental programmes covering, inter alia—

- (i) Science and technology;
- (ii) HIV/Aids;
- (iii) Position of women, children and the disabled;
- (iv) Curriculum-based education;
- (v) Career guidance;
- (vi) Environment;
- (vii) General health and hygiene, and
- (viii) Sports, agriculture, developmental, business and any other Sectoral MGDS areas not expressly included herein.

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : RADIO MARIA MALAWI

Station Name : RADIO MARIA MALAWI

1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses:
 - 1.1 Blantyre;
 - 1.2 Lilongwe;
 - 1.3 Mzuzu; and
 - 1.4 any other studios to be developed from time to time including outside broadcasting.
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent persons.
5. The Licensee's coverage area shall be the whole Republic.
6. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, request the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive formal application for an amendment to this Licence.
7. The Authority may at any time conduct such independent tests as it may consider necessary on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
8. Any deviation from these conditions may lead to immediate suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : RADIO MARIA MALAWI

Station Name : RADIO MARIA MALAWI

TO BE FURNISHED LATER

SCHEDULE 4

Broadcasting Licence for Radio Maria

LICENSED FREQUENCIES

Licensee : RADIO MARIA MALAWI

Station Name : RADIO MARIA MALAWI

SCHEDULE 5

BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : RADIO MARIA MALAWI

Station Name : RADIO MARIA MALAWI

1. Interpretation

- 1.1 Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

2. Definitions

- 2.1 In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.
- 2.2 "The Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.
- 2.3 "Commission" means the Malawi Electoral Commission established by section 75 of the Constitution.
- 2.4 "Elections" means any general election, by-election, local government election and referendum.
- 2.5 "Electoral Commission Act" means the Electoral Commission Act, 1998.
- 2.6 "Electoral Laws" means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.
- 2.7 "Party" means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.
- 2.8 "Party Election Broadcast" means a direct address or message broadcast free of charge on RADIO MARIA under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).
- 2.9 "Political advertisement" means an advertisement broadcast on RADIO MARIA that is intended or calculated to advance the interests of any political party, for which advertisement RADIO MARIA has received or is to receive, directly or indirectly, any money or other consideration.
- 2.10 "Polling day" means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

3. General provisions in respect of political advertisement or a party election broadcasts.

- 3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by RADIO MARIA shall submit the political advertisement or party broadcast to RADIO MARIA, pre-recorded and presented thereto 48 hours before transmission—

3.1.1 in a form and manner that complies with RADIO MARIA's technical, editorial and programme standards as

approved by the Authority;

3.1.2 in completed form, ready for broadcast; and

3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.

3.2 Every political advertisement or party election broadcast submitted by a party to RADIO MARIA for transmission shall be prepared by or at the instance or request of, that party.

3.3 RADIO MARIA shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.

3.4 RADIO MARIA shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.

3.5 RADIO MARIA upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to RADIO MARIA at least 48 hours before the intended time for its transmission;

3.6 Any party whose party election broadcast has been rejected or refused by the RADIO MARIA shall have the right to refer the matter to the Authority.

3.7 A party that submits a political advertisement or party election broadcast to the RADIO MARIA for transmission shall ensure that the political advertisement or party election broadcast does not—

3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;

3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.

3.8 Neither party that submits a political advertisement or a party election broadcast to RADIO MARIA for transmission, nor any member or official of any such party, shall have any claim against RADIO MARIA arising from the transmission by it of that political advertisement or party election broadcast.

3.9 RADIO MARIA shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified RADIO MARIA in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.

3.10 At the end of the campaign period, the RADIO MARIA is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.

4. Specific provisions in respect of Party Election Broadcasts

4.1 Party election only be transmitted by RADIO MARIA which shall—

4.1.1 make available, on every day throughout the election broadcast period time-slots of (2) two minutes each for the transmission of election broadcasts, provided that the Commission and the Authority in collaboration with RADIO MARIA shall be entitled to prescribe by regulation an increased number of daily time-slots for the transmission of election broadcasts;

4.1.2 do so in accordance with the sequence and timing prescribed by the Commission and the Authority in terms of this schedule.

4.1.3 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts; and

4.1.4 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.

4.2 Party election broadcast transmitted by RADIO MARIA shall be allocated suitable time duration not exceeding two minutes each.

4.3 RADIO MARIA shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.

4.4 No party shall be obliged to use the air time allocated to it in terms of the transmission of party election broadcasts provided that:

4.4.1 Any air-time allocated to it but not used by a party shall be forfeited; and

4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by RADIO MARIA for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

5.1 RADIO MARIA may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State.

5.2 Broadcasts of this nature referred to under sub-clause 5.1 require no balancing by the media, provided that where such broadcasts carry campaigning message, RADIO MARIA shall take steps to balance these messages with appropriate coverage of the campaigns of other presidential candidates and where that is not feasible the provision of section 193 of the Constitution shall apply by extension.

5.3 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.

6. Allocation of air-time in respect of party election broadcasts.

6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by the Commission and the Authority in collaboration with RADIO MARIA to the various parties contesting the Parliamentary and Presidential elections and Local Government Elections, referenda and any other elections.

6.2 Party election broadcasts shall be recorded at professional studios and RADIO MARIA will reserve the right to assess the technical, editorial and programme quality of such recorded material. If such broadcasts fail to meet RADIO MARIA's required technical, editorial and programme standards, they shall not be broadcast.

6.3 Complete party election broadcasts ready for transmission must be handed over to RADIO MARIA who must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.

6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with RADIO MARIA shall determine the sequence in which party election broadcasts are to be transmitted for the entire election broadcast period. 6.9.2 notify RADIO MARIA in writing of such sequence.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

7.1 During the official campaign period, RADIO MARIA shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably.

7.2 In the event of any criticism against a political party being levelled in a particular programme without such party having been afforded an opportunity to respond thereto in such programme or without the view of such political party having been reflected therein, RADIO MARIA shall be obliged to afford such party a reasonable opportunity to respond to the criticism. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.

7.3 RADIO MARIA shall transmit news or current affairs programmes in respect of the elections in an impartial and objective manner which treats all parties fairly and equitably.

8. Complaints

8.1 The Broadcasting Monitoring and Complaints Committee is hereby established with the responsibility to receive and investigate complaints about the Licensee from the public and any interested stakeholders during elections.

8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Electoral Commission and the Chairperson of the Malawi Law Society.

8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedure.

4.1.1 Any airtime allocated to it but not used by a party shall be forfeited; and
4.1.2 If any party does not wish to use any airtime allocated to it, such airtime shall not be allocated to another party but shall be used by RADIO MALAWI for the purpose of transmitting conventional programming or material.

4.2 RADIO MALAWI may provide live broadcasts of those events where the incumbent President is acting solely in his personal capacity as Head of State.

4.3 Broadcasts of this nature shall be subject to under-subscription. It requires no balancing by the media provided that where such broadcasts carry campaigning messages, RADIO MALAWI shall take steps to balance these messages with appropriate coverage of the campaign of other prospective candidates and where that is not feasible the provision of section 103 of the Constitution shall apply by extension.

4.4 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.

5 Allocation of airtime in respect of party election broadcasts.
5.1 Airtime in respect of party election broadcasts shall be allocated by the Commission and the Authority in collaboration with RADIO MALAWI to the various parties contesting the Parliamentary and Presidential elections and Local Government elections, referenda and any other elections.

5.2 Party election broadcasts shall be recorded at professional studios and RADIO MALAWI will reserve the right to access the technical, editorial and programme quality of the recorded material. If such broadcasts fail to meet the standards, they shall not be broadcast.

5.3 Complete party election broadcasts shall be handed over to RADIO MALAWI who must retain the final and sole responsibility for the broadcast of these broadcasts and for any subsequent complaint. Upon completion of non-broadcast of electoral candidates, the Commission and the Authority in collaboration with RADIO MALAWI shall ensure the sequence in which party election broadcasts are to be transmitted for the entire election period, and RADIO MALAWI shall ensure the sequence.

6 Regulation of content of political broadcasts during election period.

6.1 During the election period, RADIO MALAWI shall afford reasonable opportunity for the discussion of political issues and shall ensure that all political parties are given a reasonable opportunity.

6.2 In the case of any political party, person or institution, RADIO MALAWI shall be obliged to afford an opportunity to respond to any statement or programme or without the view of any point of view. RADIO MALAWI shall be obliged to afford such party a reasonable opportunity to respond to the statement or programme within 48 hours to the polling day, the said response shall be broadcast within the same 48 hours of the polling day.

6.3 RADIO MALAWI shall ensure that news or current affairs programmes in respect of the elections in an impartial and objective manner which treats all parties fairly and equitably.

7 Complaints.
7.1 The Broadcasting Monitoring and Complaints Committee is hereby established with the responsibility to receive and investigate complaints about alleged breaches from the public and any interested stakeholders during elections.

7.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Electoral Commission and the Chairperson of the Electoral Commission and the Chairperson of the National Social Security Fund.

7.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.

- 16.2 The Licensee shall, when requested by the Authority, without charge broadcast such information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning the Licensee as the case may be from time to time.

17. Maintenance of Broadcast Programmes

- 17.1 The Licensee shall keep a record of all broadcast programmes in a form determined by the Authority from time to time and shall be in an unedited version;
- 17.2 The records stipulated in sub-clause 17.1 shall be kept and maintained for a period of not less forty-five (45) days;
- 17.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

18. Live Broadcasts

- 18.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under
- 18.2 The Authority shall restrict the Licensee from live broadcasts if it is in the public interest to do so.

19. Election Coverage

- 19.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues.
- 19.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and all electoral issues are treated equitably.
- 19.3 In the event that the Licensee opts to proceed as envisaged in clause 19.2 above, it shall ensure that it abides by Schedule 5 hereto *mutatis mutandis*.

20. Public Complaints

- 20.1 The Licensee shall, within ninety (90) days of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain the approval thereof from the Authority;
- 20.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever;
- 20.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 20.1 hereof;
- 20.4 The Licensee shall, at least once a day, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority;
- 20.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures;
- 20.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how these were addressed by the Licensee.

21. Contracts

- 21.1 Subject to paragraph 10 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material the re-broadcast foreign-sourced programme material. Provided that any such contracts shall be subject to the prior consultation with of the Authority and may not be implemented without notifying the Authority;
- 21.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

22. Licence Fees

- 22.1 Upon the issuance of this Licence, the Licensee shall pay to the Authority a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 1,500.00 in respect of the First Licence Year.
- 22.2 The licensee is also obliged to pay the Authority—
- (a) Radio Licence (frequency) fees of Malawian Kwacha equivalent of US\$ 712.00 per assigned broadcasting frequency, for the first licence year and Malawian Kwacha equivalent of US\$ 356.00 the second year and thereafter; and
 - (b) studio transmitter links (STLs) frequency fee of Malawian Kwacha equivalent of US\$ 356.00 per link.
- 22.3 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 1% per annum compounded monthly until full liquidation thereof.
- 22.4 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licensee shall be deemed to have been warned to pay up all outstanding fees.
- 22.5 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given a notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.
- 22.6 Notwithstanding the foregoing clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licensee.

23. Amendment

- 23.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with section 53 of the Act;
- 23.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as determined by the Authority from time to time;
- 23.3 Any Licence amendment proceedings instituted by the Authority *mero motu* shall not attract any Licence amendment application fee or Licence amendment fees;

24. Participation in International Broadcasting Events

- 24.1 The Authority may from time to time invite the Licensee to join the Authority's delegation to any international organization, meeting or conference concerned with broadcasting;

25. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

26. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51 (1) (d) of the Act and subject to renewal.

27. Authorization and Approvals-Addresses

- 27.1 Any authorization or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—
- (a) Physical address :
 - (b) Postal address : P.O Box 631 Lilongwe, Malawi.
 - (c) Telephone number :
 - (d) Facsimile number :
 - (e) E-mail address :
- 27.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change, no less than five (5) days prior to the change.
- 27.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely—

- (a) Physical address : MACRA House
Salmin Amour Road
(a) Postal address: Private Bag 261
Blantyre. MALAWI
(b) Telephone number : +265 (0) 1 883 611
(c) Facsimile number : +265 (0) 1 883 890
(d) E-mail address: dg-macra@macra.org.mw

28. Frequencies and Technical Parameters

- 28.1 This Licence shall comply with the technical parameters as set out in Schedule 2 or as agreed with the Authority from time to time.
- 28.2 The Licensee shall comply strictly with the broadcasting technical specifications set out in Schedule 3 or as recommended by the National Communications Policy (NCP), International Telecommunications Union (ITU) and other international agreements entered into by the Republic.
- 28.3 The Licensee is licensed to broadcast a public sound broadcasting service using the frequencies specified and listed in Schedule 4 or as and when applied for; and
- 28.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the national spectrum plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

29. Revocation

- 29.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—
- (i) if the Licensee is in substantial breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
 - (ii) if the Licensee has been declared bankrupt or insolvent; or
 - (iii) if the Licensee takes steps to deregister itself or is deregistered.
 - (iv) If the Licensee fails to roll out within twelve (12) months from the Effective date
- Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.
- 29.2 The Radio licence shall be revoked in accordance with section 42 of the Act.
- 29.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked.

30. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

31. Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

32. Renewal

- 32.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions
- 32.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence

- 32.3 The Authority may not renew a License if it is in the public interest to do so subject to due process of the law.
- 32.4 On renewal, the Authority may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators.
- 32.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

33. General

- 33.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.
- 33.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.
- 33.3 This Licence is classified as "Geographical Community Television Broadcasting Service Licence".

CHARLES NSALIWA

Director General

Signed for and on behalf of the Authority

SCHEDULE 1
LICENCE FORMAT

Licensee : RADIO TIGABANE
Station Name : RADIO TIGABANE

Description of Format

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

- (a) Magazine;
- (b) Discussion;
- (c) Features;
- (d) Musical Variety;
- (e) Phone-in programmes;
- (f) Documentaries;
- (g) Commentary (OB);
- (h) Press Conference;
- (i) Quizzes;
- (j) Drama;
- (k) Narrative;
- (l) Vox-pops;
- (m) Talk/speeches;
- (n) News and News Comments; and
- (o) Reports.

sms and phone in testimony

The Licensee shall, within eight (8) months from the Effective Date, introduce educational and developmental programmes covering, *inter alia*—

- (i) Science and technology;
- (ii) HIV/Aids;
- (iii) Position of women, children and the disabled;
- (iv) Curriculum-based education;
- (v) Career guidance;
- (vi) Environment;
- (vii) General health and hygiene, and
- (viii) Sports, agriculture, developmental, business and any other Sectoral MGDS areas not expressly included herein.

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : RADIO TIGABANE

Station Name : RADIO TIGABANE

1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses:
 - 1.1 Mzuzu and surrounding areas
 - 1.2 any other studios to be developed from time to time including outside broadcasting.
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent persons.
5. The Licensee's coverage area shall be the whole Republic.
6. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, request the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive formal application for an amendment to this Licence.
7. The Authority may at any time conduct such independent tests as it may consider necessary on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
8. Any deviation from these conditions may lead to immediate suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : RADIO TIGABANE

Station Name : RADIO TIGABANE

TO BE FURNISHED LATER

SCHEDULE 4
LICENSED FREQUENCIES

Licensee : RADIO TIGABANE

Station Name : RADIO TIGABANE

TO BE FURNISHED LATER

SCHEDULE 5
BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : RADIO TIGABANE

Station Name : RADIO TIGABANE

1. Interpretation

- 1.1 Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

2. Definitions

- 2.1 In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.
- 2.2 "The Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.
- 2.3 "Commission" means the Malawi Electoral Commission established by section 75 of the Constitution.
- 2.4 "Elections" means any general election, by-election, local government election and referendum.
- 2.5 "Electoral Commission Act" means the Electoral Commission Act, 1998.
- 2.6 "Electoral Laws" means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.
- 2.7 "Party" means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.
- 2.8 "Party Election Broadcast" means a direct address or message broadcast free of charge on RADIO TIGABANE under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).
- 2.9 "Political advertisement" means an advertisement broadcast on RADIO TIGABANE that is intended or calculated to advance the interests of any political party, for which advertisement RADIO TIGABANE has received or is to receive, directly or indirectly, any money or other consideration.
- 2.10 "Polling day" means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

3. General provisions in respect of political advertisement or a party election broadcasts.

- 3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by RADIO TIGABANE shall submit that political advertisement or party broadcast to RADIO TIGABANE, pre-recorded and

presented thereto 48 hours before transmission—

- 3.1.1 in a form and manner that complies with RADIO TIGABANE's technical, editorial and programme standards as approved by the Authority;
- 3.1.2 in completed form, ready for broadcast; and
- 3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.
- 3.2 Every political advertisement or party election broadcast submitted by a party to RADIO TIGABANE for transmission shall be prepared by or at the instance or request of, that party.
- 3.3 RADIO TIGABANE shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
- 3.4 RADIO TIGABANE shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
- 3.5 RADIO TIGABANE upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to RADIO TIGABANE at least 48 hours before the intended time for its transmitted;
- 3.6 Any party whose party election broadcast has been rejected or refused by the RADIO TIGABANE shall have the right to refer the matter to the Authority.
- 3.7 A party that submits a political advertisement or party election broadcast to the RADIO TIGABANE for transmission shall ensure that the political advertisement or party election broadcast does not—
 - 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
 - 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
- 3.8 Neither party that submits a political advertisement or a party election broadcast to RADIO TIGABANE for transmission, nor any member or official of any such party, shall have any claim against RADIO TIGABANE arising from the transmission by it of that political advertisement or party election broadcast.
- 3.9 RADIO TIGABANE shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified RADIO TIGABANE in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
- 3.10 At the end of the campaign period, the RADIO TIGABANE is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.

4. Specific provisions in respect of Party Election Broadcasts

- 4.1 Party election only be transmitted by RADIO TIGABANE which shall—
 - 4.1.1 make available, on every day throughout the election broadcast period time-slots of (2) two minutes each for the transmission of election broadcasts, provided that the Commission and the Authority in collaboration with RADIO TIGABANE shall be entitled to prescribe by regulation an increased number of daily time-slots for the transmission of election broadcasts;
 - 4.1.2 do so in accordance with the sequence and timing prescribed by the Commission and the Authority in terms of this schedule.
 - 4.1.3 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts; and
 - 4.1.4 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.
- 4.2 Party election broadcast transmitted by RADIO TIGABANE shall be allocated equitable time duration not exceeding exceed two minutes each.
- 4.3 RADIO TIGABANE shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.

4.4 No party shall be obliged to use the air time allocated to it in terms of the transmission of party election broadcasts provided that:

4.4.1 Any air-time allocated to it but not used by a party shall be forfeited; and

4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by RADIO TIGABANE for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

5.1 RADIO TIGABANE may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State.

5.2 Broadcasts of this nature referred to under sub-clause 5.1 require no balancing by the media, provided that where such broadcasts carry campaigning message, RADIO TIGABANE shall take steps to balance these messages with appropriate coverage of the campaigns of other presidential candidates and where that is not feasible the provision of section 193 of the Constitution shall apply by extension.

5.3 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.

6. Allocation of air-time in respect of party election broadcasts.

6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by the Commission and the Authority in collaboration with RADIO TIGABANE to the various parties contesting the Parliamentary and Presidential elections and Local Government Elections, referenda and any other elections.

6.2 Party election broadcasts shall be recorded at professional studios and RADIO TIGABANE will reserve the right to assess the technical, editorial and programme quality of such recorded material. If such broadcasts fail to meet RADIO TIGABANE's required technical, editorial and programme standards, they shall not be broadcast.

6.3 Complete party election broadcasts ready for transmission must be handed over to RADIO TIGABANE who must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.

6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with RADIO TIGABANE shall determine the sequence in which party election broadcasts are to be transmitted for the entire election broadcast period. 6.9.2 notify RADIO TIGABANE in writing of such sequence.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

7.1 During the official campaign period, RADIO TIGABANE shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably.

7.2 In the event of any criticism against a political party being levelled in a particular programme without such party having been afforded an opportunity to respond thereto in such programme or without the view of such political party having been reflected therein, RADIO TIGABANE shall be obliged to afford such party a reasonable opportunity to respond to the criticism. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.

7.3 RADIO TIGABANE shall transmit news or current affairs programmes in respect of the elections in an impartial and objective manner which treats all parties fairly and equitably.

8. Complaints

8.1 The Broadcasting Monitoring and Complaints Committee is hereby established with the responsibility to receive and investigate complaints about the Licensee from the public and any interested stakeholders during elections.

8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Electoral Commission and the Chairperson of the Malawi Law Society.

8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedure.

- 4.4 No party shall be obliged to use the air time allocated to it in terms of the transmission of party election broadcasts provided that
- 4.4.1 Any air-time allocated to it but not used by a party shall be forfeited; and
- 4.4.2 If a party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by RADIO TIGABANE for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

- 5.1 RADIO TIGABANE may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State.
- 5.2 Broadcasts of this nature referred to under sub-clause 5.1 require no balancing by the media; provided that where such broadcasts carry campaigning messages, RADIO TIGABANE shall take steps to balance these messages with appropriate coverage of the campaigns of other presidential candidates and where that is not feasible the provision of section 193 of the Constitution shall apply by extension.
- 5.3 The need for balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaigning message on behalf of his or her party.

6. Allocation of air-time in respect of party election broadcasts

- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by the Commission and the Authority in collaboration with RADIO TIGABANE to the various parties contesting the Parliamentary and Presidential elections and Local Government Elections, referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and RADIO TIGABANE will reserve the right to assess the technical, editorial and programme quality of such recorded material. If such broadcasts fail to meet RADIO TIGABANE's required technical, editorial and programme standards, they shall not be broadcast.
- 6.3 Complete party election broadcasts ready for transmission must be handed over to RADIO TIGABANE who must retain the final transmission copies of these broadcasts for evidence in the case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with RADIO TIGABANE shall determine the sequence in which party election broadcasts are to be transmitted for the entire election broadcast period of 90 days. RADIO TIGABANE in writing of such sequence.

7. Equitable treatment of political parties by the broadcasting licensee during election period

- 7.1 During the official campaign period, RADIO TIGABANE shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party having been afforded an opportunity to respond thereto in such programme or within the view of such political party having been reflected therein, RADIO TIGABANE shall be obliged to afford such party a reasonable opportunity to respond to the criticism. It is provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 RADIO TIGABANE shall transmit news of current affairs programmes in respect of the elections in an impartial and objective manner which treats all parties fairly and equitably.

8. Complaints

- 8.1 The Broadcasting Monitoring and Complaints Committee is hereby established with the responsibility to receive and investigate complaints about the content of broadcasts from the public and any interested stakeholders during elections.
- 8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee, from the Electoral Commission and the Chairperson of the Malawi Law Society.
- 8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedure.

GENERAL NOTICE NO. 91

Reference: B-COI-S-28



Licence No. 00028

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

MALAWI COMMUNICATIONS REGULATORY AUTHORITY
COMMUNITY OF INTEREST (REGIONAL) SOUND BROADCASTING SERVICE LICENCE

This is to certify that

RADIO ALINAFE

of: P.O. Box 631
Lilongwe
Malawi

is licensed to provide a COMMUNITY OF INTEREST (REGIONAL) SOUND BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 23rd November, 2012 and ending on 23rd November, 2019, 2019 subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows—

- (a) Broadcasting Licence fee as stipulated in Section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 1,500.00 annually;
- (b) Radio Licence (frequency) assignment fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) The Authority reserves the right to review this Licence and all fees chargeable herein as it deems fit.

CHARLES NSALIWA
Director General

MARTHA KWATAINE
Chairman

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

Issued without alteration or erasure, and void if altered or erased

Broadcasting Licence for Radio Alinafe

TERMS AND CONDITIONS OF THE LICENCE

1. Definitions

In these terms and conditions, any word, words or phrases to which a meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise. Subject to the foregoing—

- (a) any word or phrase importing any one gender shall include all other genders;
- (b) any word or phrase importing the singular shall include the plural;
- (c) words and phrases shall have the meanings assigned herein—
 - (i) “Act” means the Communications Act, No. 41 of 1998;
 - (ii) “Authority” means the Malawi Communications Regulatory Authority, established under section 3 of the Act;
 - (iii) “Code of conduct” means the code of conduct contained in the Third Schedule to the Act;
 - (iv) “Conditions” means these terms and conditions, as read with Schedules 2, 3, 4, 5 and 6 to the Licence;
 - (v) “Constitution” means the Constitution of the Republic of Malawi;
 - (vi) “Current Affairs” means contemporary issues and events of national importance;
 - (vii) “Drama” means story-telling by means of play-acting using human characters and other props, through the medium of audio (sound), conveyed by means of sound broadcasting signals and equipment.
 - (viii) “Effective Date” means the date of which the Licence shall be published in the *Gazette* and come into effect pursuant to Section 51(1)(d) of the Act;
 - (ix) “First Licence Year” means a period of twelve (12) months commencing on the Effective Date and ending on the last calendar day of such twelve (12) months period;
 - (x) “Licence” means the Licence issued to the Licensee to own, operate and provide a private sound broadcasting service, and of which these conditions constitute the terms and conditions;
 - (xi) “Licensee” means RADIO ALINAFE Limited duly registered under the laws of the Republic;
 - (xii) “Licence year” means every twelve (12) months period commencing initially on the Effective Date, and thereafter on each and every anniversary of the Effective Date;
 - (xiii) “News” means reports on events and occurrences of the day covering international, regional, country and local matters;
 - (xiv) “Ordinary broadcasting hour” means any hour falling between 09h00 and 15h00 on any one day, and between 22h00 of the same day and 06h00 the next day;
 - (xv) “On-air” means a continuity broadcast in a studio and live from an outside broadcast facility;
 - (xvi) “Peak Hour” means any hour falling between 06h00 and 09h00 12:00 to 13:00 hrs and between 17h00 and 22h00 on any day;
 - (xvii) “Pre-recorded station identification jingle” means an electronically recorded jingle in which the station or Licensee is identified on air;
 - (xviii) “Community of Interest” means a broadcasting service operated on a non-profit basis targeted at a specific community of common interest;
 - (xix) “Republic” means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
 - (xx) “RADIO ALINAFE” means RADIO ALINAFE Station

2. Licence Principles.

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

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

3. Name of Station

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

“RADIO ALINAFE”

- 3.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 3.3 The Licensee may, in the place of the name of the station as specified in sub-clause 3.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 3.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

4. On-Air Station Identification

The Licensee shall ensure that its radio station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

5. Protection of Constitutional Rights and Freedoms

- 5.1 In the provision of its community of interest regional sound broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens' and the community's rights, among others, to—

- 5.1.1 privacy;
- 5.1.2 economic activity
- 5.1.3 economic, social, cultural and political development;
- 5.1.4 freedom of association;
- 5.1.5 freedom of conscience and opinion;
- 5.1.6 freedom of expression;
- 5.1.7 access to information;
- 5.1.8 administrative justice; and
- 5.1.9 equality and equity.

6. National Coverage and Universal Service National Strategy

- 6.1 The Licensee shall provide a community of interest sound broadcasting service throughout the region. To this end the Licensee shall, within eight (8) months of the Effective Date, furnish the Authority with the following—
- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's community of interest sound broadcasting service as at the Effective Date;
 - (b) A full list of current transmission infrastructure applied to the Licensee's community of interest sound broadcasting service; and
 - (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.
- 6.2 Simultaneously with the report contemplated in the sub-clause 6.1, the Licensee shall furnish the Authority with a comprehensive Plan and Strategy to achieve the universal service to all populated areas of Malawi within three years calculated from eight (8) months from the Effective Date. Provided that the said Plan Strategy shall be implemented only after approval from the Authority.

7. Broadcasting Hours

- 7.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year.
- 7.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.
- 7.3 Notwithstanding the provisions of sub-clauses 7.1 and 7.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

8. Ownership and Control

- 8.1 This Licence shall be owned, controlled and operated by the RADIO ALINAFE, an entity that is duly registered as such in terms of the applicable law of the Republic.
- 8.2 This Licence is not transferable.
- 8.3 The broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee. The Licensee may engage the services of outside consultants, provided there is a written agreement with clear terms of reference, a copy of which shall be submitted to the Authority.
- 8.4 In the event of change of ownership or control of the Licensee, the Licensee shall submit a formal substantive application for amendment to this Licence.
- 8.5 The Licensee shall ensure that its financial or voting interests held by one or more foreign persons does not exceed forty percent (40%) and that its ownership does not at any stage include an association, party, movement, organisation body or alliance that is political in nature.
- 8.6 The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

9. Finances

- 9.1 The Licensee may be financed through any of the following or a combination of any of the following—
- (a) Station and/or programme sponsorship;
 - (b) Commercial advertisements;
 - (c) Donations;
 - (d) Contributions;
 - (e) Membership fees; and
 - (f) Any other lawful source of income whether foreign or domestic subject to the Act, any regulations made there under and this licence.

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

- 10.1.1 The Licensee shall within eight (8) months of the Effective Date provide news bulletins of not less than sixty (60) minutes per day. Provided that no less than half of the news broadcasts shall be broadcast during Peak Hours. Provided further that the Licensee may broadcast news on a more frequent basis.
- 10.1.2 The Licensee shall endeavour, within eight (8) months of the Effective Date, to commence with the provision of current affairs programming of not less than three (3) minutes every third hour. Provided that the Licensee may broadcast current affairs programming on a more frequent basis.
- 10.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct under the Third Schedule to the Act, encourage free and informed opinion on matters of public interest.
- 10.1.4 The Licensee shall ensure that news personnel exercise and demonstrate independent editorial control over the content of news and current affairs programming.

10.2 Culture

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

10.3 Format

The Licensee shall not change the format of its community of interest regional sound broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

10.4 Educational Programmes

The Licensee shall, within eight (8) months from the Effective Date, introduce educational programmes covering, *inter alia*—

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

10.5 Syndicates and Re-broadcasts

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

10.6 Live Broadcasts

- 10.6.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under
- 10.6.2 The Authority shall restrict the Licensee from live broadcast if it is in the public interest to do so.
- 10.6.3 The Authority shall restrict the Licensee from live broadcasts if the Licensee broadcasts hate speech whether live or recorded.

10.7 Entertainment

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

10.8 Public Announcements and Service

- 10.8.1 Notwithstanding the Government standing procedures, the Licensee may, when requested by the Inspector-General of Police, or the Minister responsible for Disaster Preparedness or Office of the President and Cabinet, without charge, broadcast any reasonable and lawful information or immediate or impending and grave danger or disaster. Such request should be confirmed in writing within twenty four (24) hours in writing; and
- 10.8.2 The Licensee may, when requested by the Authority, without charge broadcast the information in sub-clause 10.8.1 above and such other information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning any Licensee.

10.9 Records of Broadcast programmes

- 10.9.1 The Licensee shall keep a record of all broadcast programmes, in a form determined by the Authority from time to time and notified to the Licensee, and in an unedited version.
- 10.9.2 The records contemplated in sub-clause 10.9.1 shall be kept and maintained for a period of not less than forty-five (45) days.
- 10.9.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

11. Editorial and Programme Policy

The Licensee shall devise an Editorial Policy in line with this Licence, the Communications Act and the Laws of Malawi and shall be required to submit it to the Authority within eight (8) months from the Effective Date.

12. Democracy Consolidation

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

13. Election Coverage

- 13.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues;
- 13.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and electoral issues are treated equitably.
- 13.3 In the event that the Licensee opts to proceed as envisaged in clause 14.1 above, it shall ensure that it abides by Schedule 5 hereto.

14. Public Complaints

- 14.1 The Licensee shall, within eight (8) months of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain approval thereof from the Authority.
- 14.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever.
- 14.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 15.1 hereof.
- 14.4 The Licensee shall, at least once a day during Peak Hours, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority.
- 14.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures.
- 14.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how they were addressed by the Licensee.

15. Contracts

- 15.1 The Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material or the re-broadcast of foreign-sourced programme material. Provided that any such contracts shall be subject to prior consultation with the Authority and may not be implemented without notifying the Authority.
- 15.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

16. Licence Fees

- 16.1 The authority shall issue this licence subject to the payment of a broadcasting as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 1,500.00 in respect of the First Licence Year and subsequent years on or before each and every anniversary of the effective date.
- 16.2 In addition to broadcasting fees the Licensee is also obliged to pay—
 - (a) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
 - (b) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
 - (c) The Authority reserves the right to review any amount of fees chargeable under this Licence.
- 16.3 Failure to comply with the provision above, the Authority may impose any penalty as it deems fit.
- 16.4 During the third Licence year, the Authority shall review the impact of the said Licence Fee and escalations on the financial and operating performance of the Licensee, and shall determine an appropriate annual Licence fee or formula for calculation of the annual Licence fees in respect of the remainder of the Licensee's Licence validity period.
- 16.5 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.
- 16.6 Any Licence amendment proceedings instituted by the Authority *mero motu* shall not attract any Licence amendment fees.

- 16.7 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 1% per annum compounded monthly until full liquidation thereof.
- 16.8 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licence shall be deemed to have been warned to pay up all outstanding fees
- 16.9 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.
- 16.10 Notwithstanding the foregoing clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licensee

17. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

18. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51 (1) (d) to the Act.

19. Amendments

- 19.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with Section 53 of the Act
- 19.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee must pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.
- 19.3 Any Licence amendment proceedings instituted by the Authority at its own instance shall not attract any Licence amendment fees.

20. Authorisations and Approvals-Addresses

- 20.1 Any authorisation or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—

- | | | |
|----------------------|---|------------------------|
| (a) Physical address | : | |
| (b) Postal address | : | P.O Box 631, Lilongwe. |
| (c) Telephone number | : | |
| (d) Facsimile number | : | |
| (e) E-mail address | : | |

- 20.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change no less than five (5) days prior to such change.

- 20.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely:

- | | | |
|----------------------|---|-------------------------------------|
| (a) Physical address | : | MACRA House
Salmin Amour Road |
| (a) Postal address: | | Private Bag 261
Blantyre. MALAWI |
| (b) Telephone number | : | +265 (0) 1 883 611 |
| (c) Facsimile number | : | +265 (0) 1 883 890 |
| (d) E-mail address | : | dg-macra@macra.org.mw |

21. Frequencies and Technical Parameters

- 21.1 This Licence is issued subject to strict compliance with technical parameters as set out in Schedule 2 hereto or as agreed with the Authority from time to time.
- 21.2 The Licensee shall strictly comply with the broadcasting technical specifications set out in Schedule 3 hereto or as recommended by the National Communications Policy (NCP), the International Telecommunications Union (ITU) and other international agreements entered into by the Republic.
- 21.3 The Licensee is licensed to broadcast a community of interest sound broadcasting service using the frequencies specified and listed in Schedule 4 hereto or as and when applied for.
- 21.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the National Spectrum Plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.
22. Notwithstanding any penalties imposed in the Act, the Authority may appropriate sanction on defaulting licensees without prejudice to the sanctions provided under the Act, or relevant laws the Authority reserves the right to impose sanctions on defaulting licensees including—
- (a) Payment of fines
 - (b) Suspensions
 - (c) Stop and desist orders
 - (d) Any other sanctions as deems fit

23. Revocation

23.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—

- (i) if the Licensee is in substantial and perpetual breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
- (ii) if the Licensee has been declared bankrupt or insolvent; or
- (iii) if the Licensee take steps to deregister itself or is deregistered.
- (iv) If the Licensee fails to roll out its services within eight (8) months from the Effective date.

Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

23.2 The Radio licence shall be revoked in accordance with Section 42 of the Act.

23.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked

24. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

25. Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

26. General

26.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.

26.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.

26.3 This Licence is classified as "Community of Interest Sound Broadcasting Service Licence"(COI).

27. Renewal

- 27.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and MACRA at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions
- 27.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence
- 27.3 The Authority shall give reasons for not renewing the licence.
- 27.4 On renewal, MACRA may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators
- 27.5 The fee payable in respect of any renewal of the Licence shall be as agreed between MACRA and the Licence

28. Roll-Out Obligation

- 28.1 The Licensee shall roll out its broadcasting services in Malawi within eight (8) months from the Effective date.
- 28.2 The Licence shall be revoked if the Licensee fails to roll out within eight (8) months.

CHARLES NSALIWA

Director General

Signed for and on behalf of the Authority

SCHEDULE 1

LICENCE FORMAT

Licensee : RADIO ALINAFE

Station Name : RADIO ALINAFE

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

The Licensee shall, within eight (8) months from the Effective Date, introduce educational programmes covering, inter alia—

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

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : RADIO ALINAFE

Station Name : RADIO ALINAFE

1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses—
 - 1.1 Central Region
 - 1.2 any other studios to be developed from time to time including outside broadcasting.
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent personnel.
5. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, apply to the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive application for an amendment to the Licence.
6. The Authority may at any time conduct such independent tests as it may consider necessary, on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
7. Any deviation from these conditions may lead to suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : RADIO ALINAFE

Station Name : RADIO ALINAFE

TO BE FURNISHED LATER

SCHEDULE 4

LICENSED FREQUENCIES

Licensee : RADIO ALINAFE

Station Name : RADIO ALINAFE

Operating Frequency—

TO BE FURNISHED LATER

SCHEDULE 5

BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : RADIO ALINAFE

Station Name : RADIO ALINAFE

Interpretation

Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

Definitions

In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.

"The Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.

"Commission" means the Malawi Electoral Commission established by section 75 of the Constitution.

"Election Period" means the period running from the nomination date of candidates to 48 hours before polling date. This definition shall apply *mutatis mutandis* to "Campaign Period"

"Elections" means any general election, by-election, local government election and referendum.

"Electoral Commission Act" means the Electoral Commission Act, 1998.

"Electoral Laws" means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.

"Party" means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.

"Party Election Broadcast" means a direct address or message broadcast free of charge on RADIO ALINAFE under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).

"Political advertisement" means an advertisement broadcast on RADIO ALINAFE that is intended or calculated to advance the interests of any political party, for which advertisement RADIO ALINAFE has received or is to receive, directly or indirectly, any money or other consideration.

"Polling day" means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

"RADIO ALINAFE" means RADIO ALINAFE

3. **General provisions in respect of political advertisement or a party election broadcasts.**

3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by RADIO ALINAFE shall submit that political advertisement or party broadcast to RADIO ALINAFE, pre-recorded and presented thereto 48 hours before transmission—

3.1.1 in a form and manner that complies with RADIO ALINAFE's technical, editorial and programme standards as approved by the Authority;

3.1.2 in completed form, ready for broadcast; and

3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.

- 3.2 Every political advertisement or party election broadcast submitted by a party to RADIO ALINAFE for transmission shall be prepared by or at the instance or request of, that party.
- 3.3 RADIO ALINAFE shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
- 3.4 RADIO ALINAFE shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
- 3.5 RADIO ALINAFE, upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to RADIO ALINAFE at least 48 hours before the intended time for its transmission;
- 3.6 Any party whose party election broadcast has been rejected or refused by the RADIO ALINAFE shall have the right to refer the matter to the Authority.
- 3.7 A party that submits a political advertisement or party election broadcast to the RADIO ALINAFE for transmission shall ensure that the political advertisement or party election broadcast does not:
 - 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
 - 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
- 3.8 Neither party that submits a political advertisement or a party election broadcast to RADIO ALINAFE for transmission, nor any member or official of any such party, shall have any claim against RADIO ALINAFE arising from the transmission by it of that political advertisement or party election broadcast.
- 3.9 JOY Radio shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified RADIO ALINAFE in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
- 3.10 At the end of the campaign period, the RADIO ALINAFE is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.

4. Specific provisions in respect of Party Election Broadcasts

4.1 RADIO ALINAFE shall—

- 4.1.1 make available, on daily basis throughout the election broadcast period time-slots of two (2) minutes each for the transmission of election broadcasts and shall do so in accordance with the sequence and timing prescribed by the Commission or the Authority in terms of clause 6 of this schedule. Provided that the Commission or the Authority shall be entitled to prescribe an increased number of daily time-slots for the transmission of election broadcasts;
- 4.1.2 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts.
- 4.1.3 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.
- 4.2 Party election broadcasts transmitted by RADIO ALINAFE shall be allocated equitable time duration not exceeding two minutes each.
- 4.3 RADIO ALINAFE shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
- 4.4 No party shall be obliged to use the air time allocated to it in terms of this Schedule for the transmission of party election broadcasts provided that:
 - 4.4.1 any air-time allocated to it but not used by the party shall be forfeited;
 - 4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by RADIO ALINAFE for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

- 5.1 RADIO ALINAFE may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State and any other candidate, presidential or otherwise inclusive of the incumbent state president, as applicable, on terms mutually agreeable between the said candidate and RADIO ALINAFE Station.
- 5.2 Broadcasts of the incumbent president pursuant to clause 5.1 hereinbefore require no balancing by the media. Provided that where presidential and other candidates' broadcasts carry campaign message(s), RADIO ALINAFE shall take steps to balance these messages with appropriate coverage of the campaigns of other candidates.
- 5.3 Balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaign message on behalf of his or her political party.

6. Allocation of air-time in respect of party election broadcasts.

- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by either the Commission or the Authority to the various parties contesting the Parliamentary and Presidential elections, Local Government Elections referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and RADIO ALINAFE shall reserve the right to assess the technical, editorial and programme quality of such recorded material. RADIO ALINAFE shall not broadcast any material that fail to meet its required technical, editorial and programme standards.
- 6.3 Complete party election broadcasts ready for transmission shall be handed over to RADIO ALINAFE on completion. RADIO ALINAFE shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with RADIO ALINAFE shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

- 7.1 During the official campaign period, RADIO ALINAFE shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably and fairly.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond thereto in such programme or without the view of such political party being reflected therein, RADIO ALINAFE shall be obliged to afford such political party a reasonable opportunity to respond thereto. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 RADIO ALINAFE shall transmit news or current affairs programming on elections in an impartial and objective manner.

8. Complaints

- 8.1 The Broadcasting Monitoring and Complaints Committee is hereby established and mandated to receive and investigate complaints about the Licensee from the public and any interested stakeholder(s) during elections.
- 8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Commission and the Chairperson of the Malawi L Society.
- 8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.

Live Broadcasts

- 2.1 RADIO ALIANCE may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State and any other candidate, presidential or otherwise inclusive of the incumbent state president, as applicable, on terms mutually agreeable between the said candidate and RADIO ALIANCE Station.
- 2.2 Broadcasts of the incumbent president pursuant to clause 2.1 hereinafter require no balancing by the media. Provided that where presidential and other candidates' broadcasts carry campaign messages, RADIO ALIANCE shall take steps to balance these messages with appropriate coverage of the campaigns of other candidates.
- 2.3 Balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaign message on behalf of his or her political party.

Allocation of air time in respect of party election broadcasts

- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by either the Commission or the Authority to the various parties contesting the Parliamentary and Presidential elections, local Government Elections, referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and RADIO ALIANCE shall reserve the right to assess the technical, editorial and programme quality of such recorded material. RADIO ALIANCE shall not broadcast any material that fail to meet its required technical, editorial and programme standards.
- 6.3 Complete party election broadcasts (except for transmission) shall be handed over to RADIO ALIANCE on completion. RADIO ALIANCE shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with RADIO ALIANCE shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.

Equitable treatment of political parties by the broadcasting licensee during election period

- 7.1 During the official campaign period, RADIO ALIANCE shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably and fairly.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond therein, in such programme or without the view of such political party being reflected therein, RADIO ALIANCE shall be obliged to afford such political party a reasonable opportunity to respond thereto. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 RADIO ALIANCE shall transmit news or current affairs programming on elections in an impartial and objective manner.

Complaints

- 8.1 The Broadcasting Monitoring and Complaints Committee is hereby established and mandated to receive and investigate complaints about the Licensee from the public and any interested stakeholders during elections.
- 8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Media Commission and the Chairperson of the Media Commission and the Chairperson of the Malawi Society.
- 8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.

GENERAL NOTICE NO. 92

Reference: B-COI-S-29



Licence No. 00029

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

MALAWI COMMUNICATIONS REGULATORY AUTHORITY
COMMUNITY OF INTEREST NATIONAL TELEVISION BROADCASTING LICENCE

This is to certify that

CALVARY FAMILY TELEVISION

of: Plot No. CM 1865, Nkolokosa
P.O. Box 30239
Chichiri
Blantyre 3

is licensed to provide a COMMUNITY OF INTEREST NATIONAL TELEVISION BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 23rd November, 2012 and ending on 23rd November, 2019, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows—

- (a) Broadcasting Licence fee as stipulated in Section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 2,500.00 annually.
- (b) Radio Licence (frequency) assignment fee of Malawian Kwacha equivalent of US\$1780.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$890.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) All broadcasting frequency licence fees shall be payable within (3) months from the anniversary of the Effective date (The date when the licence is published in the Malawi Government Gazette) failure of which the debt shall attract interest at 5% per annum until full liquidation thereof. If the said fees remain out-standing on the 6th and 9th month the licensee shall be deemed to have been warned and given notice to pay within 3 months thereof respectively. If any sum shall remain unpaid the licence shall stand automatically revoked on the 12th month from the anniversary of the effective date.
- (e) The Authority reserves the right to review this Licence and all fees chargeable herein as it deems fit.

CHARLES NSAUWA
Director General

MARTHA KWATAINE
Chairman

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

Issued without alteration or erasure, and void if altered or erased

Broadcasting Licence for CFC Television Station Limited

TERMS AND CONDITIONS OF THE LICENCE

1. Definitions

In these terms and conditions, any word, words or phrases to which a meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise. Subject to the foregoing—

- (a) any word or phrase importing any one gender shall include all other genders;
- (b) any word or phrase importing the singular shall include the plural;
- (c) words and phrases shall have the meanings assigned herein—
 - (i) “the Act” means the Communications Act, No. 41 of 1998;
 - (ii) “the Authority” means the Malawi Communications Regulatory Authority, established under section 3 of the Act;
 - (iii) “Code of conduct” means the code of conduct contained in the Third Schedule to the Act;
 - (iv) “Conditions” means these terms and conditions, as read with Schedules 2, 3, 4, 5 and 6 to the Licence;
 - (v) “Constitution” means the Constitution of the Republic of Malawi;
 - (vi) “Current Affairs” means contemporary issues and events of national importance;
 - (vii) “Drama” means story-telling by means of play-acting using human characters and other props, through the medium of audio (video), conveyed by means of audio-video broadcasting signals and equipment.
 - (viii) “Effective Date” means the date of which the Licence shall be published in the Gazette and come into effect pursuant to Section 51 (1) (d) of the Act;
 - (ix) “First Licence Year” means a period of twelve (12) months commencing on the Effective Date and ending on the last calendar day of such twelve (12) months period;
 - (x) “Licence” means the Licence issued to the Licensee to own, operate and provide a community of interest television broadcasting service, and of which these conditions constitute the terms and conditions;
 - (xi) “Licensee” means CFC TV duly registered under the laws of the Republic;
 - (xii) “Licence year” means every twelve (12) months period commencing initially on the Effective Date, and thereafter on each and every anniversary of the Effective Date;
 - (xiii) “News” means reports on events and occurrences of the day covering international, regional, country and local matters;
 - (xiv) “Ordinary broadcasting hour” means any hour falling between 09h00 and 15h00 on any one day, and between 22h00 of the same day and 06h00 the next day;
 - (xv) “On-air” means a continuity broadcast in a studio and live from an outside broadcast facility;
 - (xvi) “Peak Hour” means any hour falling between 06h00 AM and 09h00 AM, 12 PM and 2 PM and between 17:00 hrs and 22:00 hours on any day;
 - (xvii) “Pre-recorded station identification jingle” means an electronically recorded jingle in which the station or Licensee is identified on air;
 - (xviii) “Community of interest broadcasting service” means a broadcasting service operated on a non-profit basis targeted at a community of common interest;
 - (xix) “Republic” means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
 - (xx) “CFC TV” means CFC TV

2. Licence Principles

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

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

2.7 Entertaining the public in accordance with the national and cultural values

3. Name of Station

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

“CFC TV”

- 3.1 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 3.2 The Licensee may, in the place of the name of the station as specified in sub-clause 3.1 hereof, and in its discretion use the shortened form of its name. Provided that clause 3.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

4. On-Air Station Identification

The Licensee shall ensure that its television station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

5. Protection of Constitutional Rights And Freedoms

5.1 In the provision of its community of interest television broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens and the community's rights, among others, to—

- 5.1.1 privacy;
- 5.1.2 economic activity
- 5.1.3 economic, social, cultural and political development;
- 5.1.4 freedom of association;
- 5.1.5 freedom of conscience and opinion;
- 5.1.6 freedom of expression;
- 5.1.7 access to information;
- 5.1.8 administrative justice; and
- 5.1.9 equality and equity.

6. National Coverage and Universal Service Strategy

6.1 The Licensee shall provide a community of interest national television broadcasting service throughout the Republic. To this end the Licensee shall, within eighteen (18) months of the Effective Date, furnish the Authority with the following—

- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's private Television broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's community of interest national television broadcasting service; and
- (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

7. Broadcasting Hours

- 7.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year.
- 7.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.
- 7.3 Notwithstanding the provisions of sub-clauses 7.1 and 7.2, the Licensee may, on good cause shown and subject to

the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

Ownership And Control

- 8.1 This Licence shall be owned, controlled and operated by the Calvary Family Church TV, an entity that is duly registered as such in terms of the applicable law of the Republic.
- 8.2 This Licence is not transferable.
- 8.3 The broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee. The Licensee may engage the services of outside consultants, provided there is a written agreement with clear terms of reference, a copy of which shall be submitted to the Authority.
- 8.4 In the event of change of ownership or control of the Licensee, the Licensee shall submit a formal substantive application for amendment to this Licence.
- 8.5 The Licensee shall ensure that its financial or voting interests held by one or more foreign persons does not exceed forty percent (40%) and that its ownership does not at any stage include an association, party, movement, organisation, body or alliance that is political in nature.
- 8.6 The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

Finances

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

Programming And Content

10.1 News and Current Affairs

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

Culture

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

Format

- 12.1 The Licensee shall not change the format of its community of interest television broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

13. Educational Programmes

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

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

14. Syndicates And Re-Broadcasts

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

15. Live Broadcasts

15.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under.

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

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

16. Entertainment

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

17. Public Announcements And Service

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

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

18. Records Of Broadcast Programmes

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

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

18.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

19. Editorial and Programme Policy

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

20. Democracy

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

Quality of Service

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

Election Coverage

- 22.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues;
- 22.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and electoral issues are treated equitably.
- 22.3 In the event that the Licensee opts to proceed as envisaged in clause 23.2 above, it shall ensure that it abides by Schedule 5 hereto.

Public Complaints

- 23.1 The Licensee shall, within eighteen (18) months of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain approval thereof from the Authority.
- 23.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's community of interest television broadcasts from any source whatsoever.
- 23.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 23.1 hereof.
- 23.4 The Licensee shall, at least once a day during Peak Hours, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority.
- 23.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures.
- 23.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how they were addressed by the Licensee.

Contracts

- 24.1 Subject to Section 14 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material or the re-broadcast of foreign-sourced programme material. Provided that any such contracts shall be subject to prior consultation with the Authority and may not be implemented without notifying the Authority.
- 24.2 The Licensee shall not enter into any contracts with any person or entity, involving the Assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

Licence Fees

- 25.1 Upon the issuance of this Licence, the Licensee shall pay to the Authority a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 2,500.00 in respect of the First Licence Year.
- 25.2 The Licensee is also obliged to pay—
- (a) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
 - (b) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
 - (c) The Authority reserves the right to review any amount of fees chargeable under this Licence.
- 25.3 During the third Licence year, the Authority shall review the impact of the said Licence Fee and escalations on the financial and operating performance of the Licensee, and shall determine an appropriate annual Licence fee or formula for calculation of the annual Licence fees in respect of the remainder of the Licensee's Licence validity

period.

- 25.4 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.
- 25.5 Any Licence amendment proceedings instituted by the Authority *mero motu* shall not attract any Licence amendment fees.
- 25.6 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 5% per annum compounded monthly until full liquidation thereof.
- 25.7 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licence shall be deemed to have been warned to pay up all outstanding fees
- 25.8 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.
- 25.9 Notwithstanding the fore gone clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licence

26. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

27. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51 (1) (d) to the Act.

28. Authorization and Approvals-Addresses

28.1 Any authorisation or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—

- (a) Physical address :
- (b) Postal address :
- (c) Telephone number :
- (d) Facsimile number :
- (e) Cell number :
- (f) E-mail address :

28.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change no less than five (5) days prior to such change.

28.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely—

- (a) Physical address : MACRA House
Salmin Amour Road
- (a) Postal address: Private Bag 261
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address: dg-macra@macra.org.mw

29. Frequencies and Technical Parameters

29.1 This Licence is issued subject to strict compliance with technical parameters as set out in Schedule 2 hereto or

agreed with the Authority from time to time.

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

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

29.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the National Spectrum Plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

30. Revocation

30.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—

(i) if the Licensee is in substantial and perpetual breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or

(ii) if the Licensee has been declared bankrupt or insolvent; or

(iii) if the Licensee takes steps to deregister itself or is deregistered.

(iv) If the Licensee fails to roll out within eighteen (18) months from the Effective date

Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

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

30.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked

31. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

32. Application Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

33. General

33.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.

33.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.

33.3 This Licence is classified as "Private National Television Broadcasting Service Licence"—(PN)

34. Renewal

34.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions

34.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence

34.3 The Authority shall give reasons for not renewing a Licence.

34.4 On renewal, the Authority may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators

34.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

35. Roll-Out Obligation

35.1 The Licensee shall roll out its broadcasting services in Malawi within eighteen (18) months from the Effective date.

35.2 The Licence shall be revoked if the Licensee fails to roll out within eighteen (18) months.

CHARLES NSALIWA

Director General

Signed for and on behalf of the Authority

SCHEDULE 1

LICENCE FORMAT

Licensee : CALVARY FAMILY CHURCH

Station Name : CFC TV

DESCRIPTION OF FORMAT

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

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

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

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

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : CALVARY FAMILY CHURCH

Station Name : CFC TV

1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses—
 - 1.1 Blantyre;
 - 1.2 Lilongwe;
 - 1.3 Mzuzu; and
 - 1.4 any other studios to be developed from time to time including outside broadcasting.
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent personnel.
5. The Licensee may at any time after an initial unbroken period of eighteen (18) months from the Effective Date, apply to the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive application for an amendment to the Licence.
6. The Authority may at any time conduct such independent tests as it may consider necessary, on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
7. Any deviation from these conditions may lead to suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : CALVARY FAMILY CHURCH

Station Name : CFC TV

TO BE FURNISHED LATER

SCHEDULE 4

LICENSED FREQUENCIES

Licensee : CALVARY FAMILY CHURCH

Station Name : CFC TV STATION

Operating Frequency—

TO BE FURNISHED LATER

SCHEDULE 5

BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : CALVARY FAMILY CHURCH

Station Name : CFC TV

Interpretation

Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes

Broadcasting Licence for CFC Television Station Limited

into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

Definitions

In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.

"The Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.

"Commission" means the Malawi Electoral Commission established by section 75 of the Constitution.

"Election Period" means the period running from the nomination date of candidates to 48 hours before polling date. This definition shall apply mutatis mutandis to "Campaign Period"

"Elections" means any general election, by-election, local government election and referendum.

"Electoral Commission Act" means the Electoral Commission Act, 1998.

"Electoral Laws" means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.

"Party" means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.

"Party Election Broadcast" means a direct address or message broadcast free of charge on CFC TV under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).

"Political advertisement" means an advertisement broadcast on CFC TV that is intended or calculated to advance the interests of any political party, for which advertisement CFC TV has received or is to receive, directly or indirectly, any money or other consideration.

"Polling day" means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

"CFC TV" means CFC TV

3. General provisions in respect of political advertisement or a party election broadcasts.

3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by CFC TV shall submit that political advertisement or party broadcast to CFC TV, pre-recorded and presented thereto 48 hours before transmission—

3.1.1 in a form and manner that complies with CFC TV's technical, editorial and programme standards approved by the Authority;

3.1.2 in completed form, ready for broadcast; and

3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulatory

3.2 Every political advertisement or party election broadcast submitted by a party to CFC TV for transmission shall be prepared by or at the instance or request of, that party.

3.3 CFC TV shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.

3.4 CFC TV shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.

3.5 CFC TV upon rejection or refusal of any political advertisement or party election broadcast submitted to it for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it, CFC TV at least 48 hours before the intended transmission.

3.6 Any party whose party election broadcast has been rejected or refused by the CFC TV shall have the right to refer the matter to the Authority.

3.7 A party that submits a political advertisement or party election broadcast to the CFC TV for transmission shall

Broadcasting Licence for CFC Television Limited

ensure that the political advertisement or party election broadcast does not—

- 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
- 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
- 3.8 Neither party that submits a political advertisement or a party election broadcast to CFC TV for transmission, nor any member or official of any such party, shall have any claim against CFC TV arising from the transmission by it of that political advertisement or party election broadcast.
- 3.9 CFC TV shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified CFC TV in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
- 3.10 At the end of the campaign period, the CFC TV is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.

4. Specific provisions in respect of Party Election Broadcasts

4.1 CFC TV shall—

- 4.1.1 make available, on daily basis throughout the election broadcast period time-slots of two (2) minutes each for the transmission of election broadcasts and shall do so in accordance with the sequence and timing prescribed by the Commission or the Authority in terms of clause 6 of this schedule. Provided that the Commission or the Authority shall be entitled to prescribe an increased number of daily time-slots for the transmission of election broadcasts;
- 4.1.2 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts.
- 4.1.3 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.
- 4.2 Party election broadcasts transmitted by CFC TV shall be allocated equitable time duration not exceeding two minutes each.
- 4.3 CFC TV shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
- 4.4 No party shall be obliged to use the air time allocated to it in terms of this Schedule for the transmission of party election broadcasts provided that:
 - 4.4.1 any air-time allocated to it but not used by the party shall be forfeited;
 - 4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by CFC TV for the purpose of transmitting conventional programming or material.

Live Broadcasts

- 5.1 CFC TV may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State and any other candidate, presidential or otherwise inclusive of the incumbent state president, as applicable, on terms mutually agreeable between the said candidate and CFC TV Television Station.
- 5.2 Broadcasts of the incumbent president pursuant to clause 5.1 hereinbefore require no balancing by the media. Provided that where presidential and other candidates' broadcasts carry campaign message(s), CFC TV shall take steps to balance these messages with appropriate coverage of the campaigns of other candidates.
- 5.3 Balanced coverage shall also apply to broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaign message on behalf of his or her political party.

Allocation of air-time in respect of party election broadcasts.

- 6.1 Air-time in respect of party election ads, if any, shall be allocated by either the Commission or the Authority

to the various parties contesting the Parliamentary and Presidential elections, Local Government Elections referenda and any other elections.

- 6.2 Party election broadcasts shall be recorded at professional studios and CFC TV shall reserve the right to assess the technical, editorial and programme quality of such recorded material. CFC TV shall not broadcast any material that fail to meet its required technical, editorial and programme standards.
- 6.3 Complete party election broadcasts ready for transmission shall be handed over to CFC TV on completion. CFC TV shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with CFC TV shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

- 7.1 During the official campaign period, CFC TV shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably and fairly.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond thereto in such programme or without the view of such political party being reflected therein, CFC TV shall be obliged to afford such political party a reasonable opportunity to respond thereto. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 CFC TV shall transmit news or current affairs programming on elections in an impartial and objective manner.

8. Complaints

- 8.1. The Broadcasting Monitoring and Complaints Committee is hereby established and mandated to receive and investigate complaints about the Licensee from the public and any interested stakeholder(s) during elections.
- 8.2. The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Commission and the Chairperson of the Malawi Law Society.
- 8.3. The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.

Broadcast Licence for CFC

- to the various parties contesting the Parliamentary and Presidential elections, Local Government Elections, referenda and any other elections.
- 6.2. Party election broadcasts shall be recorded at professional studios and CFC TV shall reserve the right to assess the technical, editorial and programme quality of such recorded material. CFC TV shall not broadcast any material that fails to meet its required technical, editorial and programme standards.
- 6.3. Complete party election broadcasts ready for transmission shall be handed over to CFC TV on completion. CFC TV shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.
- 6.4. CFC TV shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.

7. Fair and equitable treatment of political parties by the broadcasting licensee during election period.

- 7.1. During the official campaign period, CFC TV shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably and fairly.
- 7.2. In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond thereon, CFC TV shall be obliged to afford such political party a reasonable opportunity to respond being reflected therein. CFC TV shall be obliged to broadcast within 48 hours to the polling day, the party response shall also be broadcast within the same 48 hours to the polling day.
- 7.3. CFC TV shall transmit news or current affairs programming on elections in an impartial and objective manner.

8. Complaints

- 8.1. The Broadcasting Monitoring and Complaints Committee shall be established to receive and investigate complaints about the licensee from the public and any interested stakeholders during elections.
- 8.2. The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Commission and the Chairperson of the Malawi Law Society.
- 8.3. The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.

GENERAL NOTICE NO. 93

Reference: B-PRV-30



Licence No. 00030

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

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

This is to certify that

ATUPELE PROPERTIES LIMITED t/a JOY TV

of: P.O. Box 30482

Blantyre 3

is licensed to provide a PRIVATE REGIONAL TELEVISION BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 23rd November, 2012 and ending on 23rd November, 2019, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows—

- (a) Broadcasting Licence fee as stipulated in Section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 3,000.00 annually.
- (b) Radio Licence (frequency) assignment fee of Malawian Kwacha equivalent of US\$1780.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$890.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) All broadcasting frequency licence fees shall be payable within (3) months from the anniversary of the Effective date (The date when the licence is published in the Malawi Government Gazette) failure of which the debt shall attract interest at 5% per annum until full liquidation thereof. If the said fees remain out-standing on the 6th and 9th month the licensee shall be deemed to have been warned and given notice to pay within 3 months thereof respectively. If any sum shall remain unpaid the licence shall stand automatically revoked on the 12th month from the anniversary of the effective date.
- (e) The Authority reserves the right to review this Licence and all fees chargeable herein as it deems fit.

CHARLES NSALIWA
Director General

MARTHA KWATAINE
Chairman

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

Issued without alteration or erasure, and void if altered or erased

Broadcasting Licence for JOY Television Station Limited

TERMS AND CONDITIONS OF THE LICENCE

1. Definitions

In these terms and conditions, any word, words or phrases to which a meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise. Subject to the foregoing—

- (a) any word or phrase importing any one gender shall include all other genders;
- (b) any word or phrase importing the singular shall include the plural;
- (c) words and phrases shall have the meanings assigned herein—
 - (i) “the Act” means the Communications Act, No. 41 of 1998;
 - (ii) “the Authority” means the Malawi Communications Regulatory Authority, established under section 3 of the Act;
 - (iii) “Code of conduct” means the code of conduct contained in the Third Schedule to the Act;
 - (iv) “Conditions” means these terms and conditions, as read with Schedules 2, 3, 4, 5 and 6 to the Licence;
 - (v) “Constitution” means the Constitution of the Republic of Malawi;
 - (vi) “Current Affairs” means contemporary issues and events of national importance;
 - (vii) “Drama” means story-telling by means of play-acting using human characters and other props, through the medium of audio (video), conveyed by means of audio-video broadcasting signals and equipment.
 - (viii) “Effective Date” means the date of which the Licence shall be published in the Gazette and come into effect pursuant to Section 51 (1) (d) of the Act;
 - (ix) “First Licence Year” means a period of twelve (12) months commencing on the Effective Date and ending on the last calendar day of such twelve (12) months period;
 - (x) “Licence” means the Licence issued to the Licensee to own, operate and provide a private (commercial) television broadcasting service, and of which these conditions constitute the terms and conditions;
 - (xi) “Licensee” means JOY TV duly registered under the laws of the Republic;
 - (xii) “Licence year” means every twelve (12) months period commencing initially on the Effective Date, and thereafter on each and every anniversary of the Effective Date;
 - (xiii) “News” means reports on events and occurrences of the day covering international, regional, country and local matters;
 - (xiv) “Ordinary broadcasting hour” means any hour falling between 09h00 and 15h00 on any one day, and between 22h00 of the same day and 06h00 the next day;
 - (xv) “On-air” means a continuity broadcast in a studio and live from an outside broadcast facility;
 - (xvi) “Peak Hour” means any hour falling between 06h00 AM and 09h00 AM, 12 PM and 2 PM and between 17:00 hrs and 22:00 hours on any day;
 - (xvii) “Pre-recorded station identification jingle” means an electronically recorded jingle in which the station or Licensee is identified on air;
 - (xviii) “Private (national) Television broadcasting service” means a broadcasting service operated for profit and financial interests of the owners.
 - (xix) “Republic” means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
 - (xx) “JOY TV” means JOY TV

2. Licence Principles

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

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

3. Name of Station

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

“JOY TV”

- 3.1 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 3.2 The Licensee may, in the place of the name of the station as specified in sub-clause 3.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 3.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

4. On-Air Station Identification

The Licensee shall ensure that its television station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

5. Protection Of Constitutional Rights And Freedoms

5.1 In the provision of its private television broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens and the community's rights, among others, to—

- 5.1.1 privacy;
- 5.1.2 economic activity
- 5.1.3 economic, social, cultural and political development;
- 5.1.4 freedom of association;
- 5.1.5 freedom of conscience and opinion;
- 5.1.6 freedom of expression;
- 5.1.7 access to information;
- 5.1.8 administrative justice; and
- 5.1.9 equality and equity.

6. National Coverage And Universal Service Strategy

6.1 The Licensee shall provide a private national television broadcasting service throughout the Republic. To this end the Licensee shall, within eighteen (18) months of the Effective Date, furnish the Authority with the following—

- (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's private Television broadcasting service as at the Effective Date;
- (b) A full list of current transmission infrastructure applied to the Licensee's private regional television broadcasting service; and
- (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

7. Broadcasting Hours

- 7.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year.
- 7.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.
- 7.3 Notwithstanding the provisions of sub-clauses 7.1 and 7.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

8. Ownership And Control

- 8.1 This Licence shall be owned, controlled and operated by the JOY TV Limited, an entity that is duly registered as such in terms of the applicable law of the Republic.
- 8.2 This Licence is not transferable.
- 8.3 The broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee. The Licensee may engage the services of outside consultants, provided there is a written agreement with clear terms of reference, a copy of which shall be submitted to the Authority.
- 8.4 In the event of change of ownership or control of the Licensee, the Licensee shall submit a formal substantive application for amendment to this Licence.
- 8.5 The Licensee shall ensure that its financial or voting interests held by one or more foreign persons does not exceed forty percent (40%) and that its ownership does not at any stage include an association, party, movement, organisation, body or alliance that is political in nature.
- 8.6 The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

9. Finances

- 9.1 The Licensee may be financed through any of the following or a combination of any of the following—
 - 9.1.1 Station and/or programme sponsorship;
 - 9.1.2 Advertisements;
 - 9.1.3 Donations;
 - 9.1.4 Contributions;
 - 9.1.5 Membership fees; and
 - 9.1.6 Any other lawful source of income whether foreign or domestic subject to clause 8.5 hereinbefore.
- 9.2 The Licensee shall submit to the Authority audited financial statements and any further supporting vouchers and documentation as may be required by the Authority within three (3) months of the end of its financial year, or such further period as the Authority may agree to in writing. Such statements shall be audited and compiled in accordance with the Generally Accepted Accounting Practice.

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

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

11. Culture

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

12. Format

- 12.1 The Licensee shall not change the format of its private television broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

13. Educational Programmes

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

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

14. Syndicates And Re-Broadcasts

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

15. Live Broadcasts

15.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under.

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

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

16. Entertainment

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

17. Public Announcements And Service

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

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

18. Records Of Broadcast Programmes

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

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

18.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

19. Editorial and Programme Policy

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

20. Democracy

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

21. Quality of Service

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

22. Advertising

- 22.1 This Licence authorises and permits the Licensee to broadcast advertisements.
- 22.2 The Licensee shall annually furnish to the Authority, within sixty (60) days at the end of the Licensee's financial year, a return covering all the advertising broadcast during the preceding financial year, the total minutes or hours of such advertising, and the total revenues derived therefrom.
- 22.3 The return contemplated in sub-clause 22.2 shall contain a declaration under oath or affirmation, in the following terms—

"I, the undersigned,, in my capacity as hereby declare under oath/affirm that the information provided in this return is to the best of my knowledge and belief both true and correct. I undertake that should I become aware that any such information is not accurate, I shall immediately bring this information to the attention of the Authority",

and shall be signed by the Chairman of the Board, or the Director General of the Licensee acting under lawful authorisation of the Board.

23. Election Coverage

- 23.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues;
- 23.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and electoral issues are treated equitably.
- 23.3 In the event that the Licensee opts to proceed as envisaged in clause 23.2 above, it shall ensure that it abides by Schedule 5 hereto.

24. Public Complaints

- 24.1 The Licensee shall, within eighteen (18) months of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain approval thereof from the Authority.
- 24.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever.
- 24.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 24.1 hereof.
- 24.4 The Licensee shall, at least once a day during Peak Hours, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority.
- 24.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures.
- 24.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how they were addressed by the Licensee.

25. Contracts

- 25.1 Subject to Section 14 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material or the re-broadcast of foreign-sourced programme material. Provided that any such contracts shall be subject to prior consultation with the Authority and may not be implemented without notifying the Authority.
- 25.2 The Licensee shall not enter into any contracts with any person or entity, involving the Assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

26. Licence Fees

- 26.1 Upon the issuance of this Licence, the Licensee shall pay to the Authority a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 5,000.00 in respect of the First Licence Year.
- 26.2 The Licensee is also obliged to pay—
- (a) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
 - (b) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
 - (c) The Authority reserves the right to review any amount of fees chargeable under this Licence.
- 26.3 During the third Licence year, the Authority shall review the impact of the said Licence Fee and escalations on the financial and operating performance of the Licensee, and shall determine an appropriate annual Licence fee or formula for calculation of the annual Licence fees in respect of the remainder of the Licensee's Licence validity period.
- 26.4 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.
- 26.5 Any Licence amendment proceedings instituted by the Authority *mero motu* shall not attract any Licence amendment fees.
- 26.6 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 5% per annum compounded monthly until full liquidation thereof.
- 26.7 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licence shall be deemed to have been warned to pay up all outstanding fees
- 26.8 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.
- 26.9 Notwithstanding the fore gone clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licence

27. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

28. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51 (1) (d) to the Act.

29. Authorization and Approvals-Addresses

29.1 Any authorisation or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—

- (a) Physical address : Plot No. BW 653 Naperi Ring Road
- (b) Postal address : P.O. Box 30482, Blantyre 3
- (c) Telephone number :
- (d) Facsimile number :
- (e) Cell number :
- (f) E-mail address :

29.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change no less than five (5) days prior to such change.

29.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or

confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely—

- (a) Physical address : MACRA House
Salmin Amour Road
- (a) Postal address: Private Bag 261
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address: dg-macra@macra.org.mw

30. Frequencies and Technical Parameters

- 30.1 This Licence is issued subject to strict compliance with technical parameters as set out in Schedule 2 hereto or as agreed with the Authority from time to time.
- 30.2 The Licensee shall strictly comply with the broadcasting technical specifications set out in Schedule 3 hereto or as recommended by the National Communications Policy (NCP), the International Telecommunications Union (ITU) and other international agreements entered into by the Republic.
- 30.3 The Licensee is licensed to broadcast a Private Regional Television broadcasting service using the frequencies specified and listed in Schedule 4 hereto or as and when applied for.
- 30.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the National Spectrum Plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

31. Revocation

- 31.1 This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—
 - (i) if the Licensee is in substantial and perpetual breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
 - (ii) if the Licensee has been declared bankrupt or insolvent; or
 - (iii) if the Licensee takes steps to deregister itself or is deregistered.
 - (iv) If the Licensee fails to roll out within eighteen (18) months from the Effective date

Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

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

31.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked

32. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

33. Application Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

34. General

34.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.

34.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.

34.3 This Licence is classified as "Private Regional Television Broadcasting Service Licence"-(PR)

35. Renewal

35.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions

35.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence

35.3 The Authority shall give reasons for not renewing a Licence.

35.4 On renewal, the Authority may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators

35.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee

36. Roll-Out Obligation

36.1 The Licensee shall roll out its broadcasting services within eight (8) months from the Effective date.

36.2 The Licence shall be revoked if the Licensee fails to roll out within eighteen (18) months.

CHARLES NSALIWA

Director General

Signed for and on behalf of the Authority

SCHEDULE 1

LICENCE FORMAT

Licensee : JOY TV

Station Name : JOY TV

DESCRIPTION OF FORMAT

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

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

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

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

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : JOY TV

Station Name : JOY TV

1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses—
 - 1.1 Any one particular region within Malawi. 1.3
 - 1.2 any other studios to be developed from time to time including outside broadcasting.
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent personnel.
5. The Licensee may at any time after an initial unbroken period of eighteen (18) months from the Effective Date, apply to the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive application for an amendment to the Licence.
6. The Authority may at any time conduct such independent tests as it may consider necessary, on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
7. Any deviation from these conditions may lead to suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : JOY TV

Station Name : JOY TV

TO BE FURNISHED LATER

SCHEDULE 4

LICENSED FREQUENCIES

Licensee : JOY TV

Station Name : JOY TV

Operating Frequency—

TO BE FURNISHED LATER

SCHEDULE 5

BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : JOY TV

Station Name : JOY TV

Interpretation

Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

Definitions

In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.

“The Authority” means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.

“Commission” means the Malawi Electoral Commission established by section 75 of the Constitution.

“Election Period” means the period running from the nomination date of candidates to 48 hours before polling date. This definition shall apply mutatis mutandis to “Campaign Period”

“Elections” means any general election, by-election, local government election and referendum.

“Electoral Commission Act” means the Electoral Commission Act, 1998.

“Electoral Laws” means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.

“Party” means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.

“Party Election Broadcast” means a direct address or message broadcast free of charge on JOY TV under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).

“Political advertisement” means an advertisement broadcast on JOY TV that is intended or calculated to advance the interests of any political party, for which advertisement JOY TV has received or is to receive, directly or indirectly, any money or other consideration.

“Polling day” means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

“JOY TV” means JOY TELEVISION STATION

3. General provisions in respect of political advertisement or a party election broadcasts.

3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by JOY TV shall submit that political advertisement or party broadcast to JOY TV, pre-recorded and presented thereto 48 hours before transmission—

3.1.1 in a form and manner that complies with JOY TV’s technical, editorial and programme standards as approved by the Authority;

3.1.2 in completed form, ready for broadcast; and

3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.

3.2 Every political advertisement or party election broadcast submitted by a party to JOY TV for transmission shall be prepared by or at the instance or request of, that party.

- 3.3 JOY TV shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
 - 3.4 JOY TV shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
 - 3.5 JOY TV upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to JOY TV at least 48 hours before the intended time for its transmission;
 - 3.6 Any party whose party election broadcast has been rejected or refused by the JOY TV shall have the right to refer the matter to the Authority.
 - 3.7 A party that submits a political advertisement or party election broadcast to the JOY TV for transmission shall ensure that the political advertisement or party election broadcast does not—
 - 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
 - 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
 - 3.8 Neither party that submits a political advertisement or a party election broadcast to JOY TV for transmission, nor any member or official of any such party, shall have any claim against JOY TV arising from the transmission by it of that political advertisement or party election broadcast.
 - 3.9 JOY TV shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified JOY TV in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
 - 3.10 At the end of the campaign period, the JOY TV is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.
- 4. Specific provisions in respect of Party Election Broadcasts**
- 4.1 JOY TV shall—
 - 4.1.1 make available, on daily basis throughout the election broadcast period time-slots of two (2) minutes each for the transmission of election broadcasts and shall do so in accordance with the sequence and timing prescribed by the Commission or the Authority in terms of clause 6 of this schedule. Provided that the Commission or the Authority shall be entitled to prescribe an increased number of daily time-slots for the transmission of election broadcasts;
 - 4.1.2 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts.
 - 4.1.3 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.
 - 4.2 Party election broadcasts transmitted by JOY TV shall be allocated equitable time duration not exceeding two minutes each.
 - 4.3 JOY TV shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
 - 4.4 No party shall be obliged to use the air time allocated to it in terms of this Schedule for the transmission of party election broadcasts provided that:
 - 4.4.1 any air-time allocated to it but not used by the party shall be forfeited;
 - 4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by JOY TV for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

- 5.1 JOY TV may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State and any other candidate, presidential or otherwise inclusive of the incumbent state president, as applicable, on terms mutually agreeable between the said candidate and JOY TV Television Station.
- 5.2 Broadcasts of the incumbent president pursuant to clause 5.1 hereinbefore require no balancing by the media. Provided that where presidential and other candidates' broadcasts carry campaign message(s), JOY TV shall take steps to balance these messages with appropriate coverage of the campaigns of other candidates.
- 5.3 Balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaign message on behalf of his or her political party.

6. Allocation of air-time in respect of party election broadcasts.

- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by either the Commission or the Authority to the various parties contesting the Parliamentary and Presidential elections, Local Government Elections referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and JOY TV shall reserve the right to assess the technical, editorial and programme quality of such recorded material. JOY TV shall not broadcast any material that fail to meet its required technical, editorial and programme standards.
- 6.3 Complete party election broadcasts ready for transmission shall be handed over to JOY TV on completion. JOY TV shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with JOY TV shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

- 7.1 During the official campaign period, JOY TV shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably and fairly.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond thereto in such programme or without the view of such political party being reflected therein, JOY TV shall be obliged to afford such political party a reasonable opportunity to respond thereto. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 JOY TV shall transmit news or current affairs programming on elections in an impartial and objective manner.

8. Complaints

- 8.1. The Broadcasting Monitoring and Complaints Committee is hereby established and mandated to receive and investigate complaints about the Licensee from the public and any interested stakeholder(s) during elections.
- 8.2. The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Commission and the Chairperson of the Malawi Law Society.
- 8.3. The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.

- 6.1. Broadcasts
- 6.1.1. JOY TV may provide live broadcasts of the incumbent President is acting purely in his or her capacity as Head of State and any other candidates presidential or otherwise inclusive of the incumbent state provided as applicable, on terms mutually acceptable between the said candidates and JOY TV Television Station.
- 6.1.2. Broadcasts of the incumbent President pursuant to clause 2.1 hereinafore require no balancing by the media. Provided that where presidential and other candidates' broadcasts carry campaign message(s), JOY TV shall take steps to balance these messages with appropriate coverage of the campaigns of other candidates.
- 6.1.3. Balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaign message on behalf of his or her political party.
- 6.2. Allocation of air-time in respect of party election broadcasts
- 6.2.1. Allocation in respect of party election broadcasts shall be allocated by either the Commission or the Authority to the various parties contesting the Parliamentary and Presidential elections, Local Government Elections, referenda and any other elections.
- 6.2.2. Party election broadcasts shall be recorded at professional studios and JOY TV shall reserve the right to assess the technical, editorial and programme quality of such recorded material. JOY TV shall not broadcast any material that fails to meet its required technical, editorial and programme standards.
- 6.2.3. Complete party election broadcasts ready for transmission shall be handed over to JOY TV on completion. JOY TV shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.
- 6.2.4. Upon completion of nominations of electoral candidates, the Commission and the Authority, in collaboration with JOY TV shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.
7. Fairness treatment of political parties by the broadcasting licensee during election period.
- 7.1. During the official campaign period, JOY TV shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably and fairly.
- 7.2. In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond thereto in such programme or without the view of such political party being reflected thereon, JOY TV shall be obliged to afford such political party a reasonable opportunity to respond thereto. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3. JOY TV shall transmit news or current affairs programming on elections in an impartial and objective manner.
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- 8.3. The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.

GENERAL NOTICE NO. 94

Reference: B-GC-13

**MACRA**
Malawi Communications Regulatory Authority

Licence No. 00013

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

MALAWI COMMUNICATIONS REGULATORY AUTHORITY**GEOGRAPHICAL COMMUNITY SOUND BROADCASTING LICENCE**

This is to certify that

CHANCO COMMUNITY RADIO

of: P.O. Box 280

Zomba

is licensed to provide a GEOGRAPHICAL COMMUNITY SOUND BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of SEVEN (7) Years commencing on 23rd November, 2012 and ending on 23rd November, 2019 subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows—

- (a) Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$100.00 *annually*;
- (b) Radio Licence (frequency) assignment fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) The Authority reserves the right to review this Licence and all fees chargeable herein as it deems fit.

CHARLES NSALIWA
Director General

MARTHA KWATAINE
Chairman

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 thereunder. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

Issued without alteration or erasure, and void if altered or erased

Broadcasting Licence for CHANCO Community Radio Station

TERMS AND CONDITIONS OF THE LICENCE

1. Definitions

In these terms and conditions, any word, words or phrases to which a meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise. Subject to the foregoing—

- (a) any word or phrase importing any one gender shall include all other genders;
- (b) any word or phrase importing the singular shall include the plural;
- (c) words and phrases shall have the meanings assigned herein—
 - (i) "Act" means the Communications Act, No. 41 of 1998;
 - (ii) "the Authority" means the Malawi Communications Regulatory Authority, established under section 3 of the Act;
 - (iii) "Code of conduct" means the code of conduct contained in the Third Schedule to the Act;
 - (iv) "Conditions" means these terms and conditions, as read with Schedules 2, 3, 4, 5 and 6 to the Licence;
 - (v) "Constitution" means the Constitution of the Republic of Malawi;
 - (vi) "Current Affairs" means contemporary issues and events of national importance;
 - (vii) "Drama" means story-telling by means of play-acting using human characters and other props, through the medium of audio (sound), conveyed by means of sound broadcasting signals and equipment.
 - (viii) "Effective Date" means the date of which the Licence shall be published in the *Gazette* and come into effect pursuant to Section 51 (1) (d) of the Act;
 - (ix) "First Licence Year" means a period of twelve (12) months commencing on the Effective Date and ending on the last calendar day of such twelve (12) months period;
 - (x) "Licence" means the Licence issued to the Licensee to own, operate and provide a geographical community sound broadcasting service, and of which these conditions constitute the terms and conditions;
 - (xi) "Licensee" means CHANCO COMMUNITY RADIO duly registered under the laws of the Republic;
 - (xii) "Licence year" means every twelve months period commencing initially on the Effective Date, and thereafter on each and every anniversary of the Effective Date;
 - (xiii) "News" means reports on events and occurrences of the day covering international, regional, country and local matters;
 - (xiv) "Ordinary broadcasting hour" means any hour falling between 09h00 and 15h00 on any one day, and between 22h00 of the same day and 06h00 the next day;
 - (xv) "On-air" means a continuity broadcast in a studio and live from an outside broadcast facility;
 - (xvi) "Peak Hour" means any hour falling between 06h00 and 09h00 and between 15h00 and 22h00 on any day;
 - (xvii) "Pre-recorded station identification jingle" means an electronically recorded jingle in which the station or Licensee is identified on air;
 - (xviii) "Geographical community sound broadcasting service" means a broadcasting service operated on a non-profit basis whose coverage is within 100kms radius.
 - (xix) "Republic" means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
 - (xx) "CHANCO COMMUNITY RADIO" means CHANCO COMMUNITY RADIO Station.

Licence Principles

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

- 2.1 The protection of the best interests of the community, consumers and other users of geographical community sound broadcasting services;
- 2.2 Promotion of open access to information by means of the geographical community sound broadcasting service;
- 2.3 Promotion of efficiency within the geographical community sound broadcasting service of the Licensee;
- 2.4 Encouraging the introduction of new and innovative to enhance the needs, aspirations and best interests of the people of Malawi;

- 2.5 Fostering the development of a geographical community sound broadcasting service in accordance with recognised national and international standards.
- 2.6 Informing and educating the masses on religious, development, political, social and economic issues; and
- 2.7 Entertaining the public in accordance with the national and cultural values.

3. Name of Station

- 3.1 The name of the station in respect to which the Licensee is authorised to own, operate and provide geographical community sound broadcasting service under this Licence is—

“CHANCO COMMUNITY RADIO”

- 3.2 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 3.3 The Licensee may, in the place of the name of the station as specified in sub-clause 3.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 3.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

4. On-Air Station Identification

The Licensee shall ensure that its radio station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

5. Protection of Constitutional Rights and Freedoms

- 5.1 In the provision of its geographical community sound broadcasting service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens and the community's rights, among others, to—

- 5.1.1 privacy;
- 5.1.2 economic activity;
- 5.1.3 economic, social, cultural and political development;
- 5.1.4 freedom of association;
- 5.1.5 freedom of conscience and opinion;
- 5.1.6 freedom of expression;
- 5.1.7 access to information;
- 5.1.8 administrative justice; and
- 5.1.9 equality and equity.

6. Broadcasting Hours

- 6.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. Provided that the licensee shall ensure that its radio station broadcasts not less than twelve (12) hours per day;
- 6.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.
- 6.3 Notwithstanding the provisions of sub-clauses 6.1 and 6.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

7. Ownership and Control

- 7.1 This Licence shall be owned, controlled and operated by the CHANCO Community Radio Limited, an entity that is duly registered as such in terms of the applicable law of the Republic.
- 7.2 This Licence is not transferable.
- 7.3 The broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee. The Licensee may engage the services of outside consultants, provided there is a written agreement with clear terms of reference, a copy of which shall be submitted to the Authority.
- 7.4 In the event of change of ownership or control of the Licensee, the Licensee shall submit a formal substantive application for amendment to this Licence.
- 7.5 The Licensee shall ensure that its financial or voting interests held by one or more foreign persons does not exceed forty percent (40%) and that its ownership does not at any stage include an association, party, movement, organisation body or alliance that is political in nature.
- 7.6 The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

8. Finances

- 8.1 The Licensee may be financed through any of the following or a combination of any of the following—
- (a) Station and/or programme sponsorship;
 - (b) Regulated advertisements;
 - (c) Donations;
 - (d) Contributions;
 - (e) Membership fees; and
 - (f) Any other lawful source of income whether foreign or domestic subject to the Act, any regulations made there under and this licence.

9. Programming and Content**9.1 News and Current Affairs**

- 9.1.1 The Licensee shall within eight (8) months of the roll out period from the Effective Date provide news bulletins of not less than sixty (60) minutes per day. Provided that no less than half of the news broadcasts shall be broadcast during Peak Hours. Provided further that the Licensee may broadcast news on a more frequent basis.
- 9.1.2 The Licensee shall endeavour, within eight (8) months of the roll out period from the Effective Date, to commence with the provision of current affairs programming of not less than three (3) minutes every third hour. Provided that the Licensee may broadcast current affairs programming on a more frequent basis.
- 9.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct under the Third Schedule to the Act, encourage free and informed opinion on matters of public interest.
- 9.1.4 The Licensee shall ensure that news personnel exercise and demonstrate independent editorial control over the content of news and current affairs programming.

9.2 Culture

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

9.3 Format

The Licensee shall not change the format of its community sound broadcasting programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

9.4 Educational Programmes

The Licensee shall, within eight months of the Effective Date, introduce educational programmes covering, *inter alia*—

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

9.5 Syndicates and Re-broadcasts

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

9.6 Live Broadcasts

9.6.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under

9.6.2 The Authority shall restrict the Licensee from live broadcast if it is in the public interest to do so.

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

9.7 Entertainment

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

9.8 Public Announcements and Service

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

9.8.2 The Licensee may, when requested by the Authority, without charge broadcast the information in sub-clause 9.8.1 above and such other information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning any Licensee.

9.9 Records of Broadcast Programmes

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

9.9.2 The records contemplated in sub-clause 9.9.1 shall be kept and maintained for a period of not less than forty-five (45) days.

9.9.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

10. Editorial and Programme Policy

The Licensee shall devise an Editorial Policy in line with this Licence, the Communications Act and the Laws of Malawi and shall be required to submit it to the Authority within eight (8) months of the roll out period from the Effective Date.

11. Democracy

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

12. Advertising

- 12.1 This Licence authorises and permits the Licensee to broadcast advertisements.
- 12.2 The Licensee shall annually furnish to the Authority, within sixty (60) days of the end of the Licensee's financial year, a return covering all the advertising broadcast during the preceding financial year, the total minutes or hours of such advertising, and the total revenues derived therefrom.
- 12.3 The return contemplated in sub-clause 14.2 shall contain a declaration under oath or affirmation, in the following terms—

"I, the undersigned, , in my capacity as hereby declare under oath/affirm that the information provided in this return is to the best of my knowledge and belief both true and correct. I undertake that should I become aware that any such information is not accurate, I shall immediately bring this information to the attention of the Authority",

and shall be signed by the Chairman of the Board, or the Director General of the Licensee acting under lawful authorisation of the Board.

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

13. Election Coverage

- 13.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues;

14. Public Complaints

- 14.1 The Licensee shall, within eight months of the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain approval thereof from the Authority.
- 14.2 The Board of the Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever.
- 14.3 The Board of the Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 14.1 hereof.
- 14.4 The Licensee shall, at least once a day during Peak Hours, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority.
- 14.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures.
- 14.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how they were addressed by the Licensee.

15. Contracts

- 15.1 Subject to clause 9.5 hereof and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material or the re-broadcast of foreign-sourced programme material. Provided that any such contracts shall be subject to prior consultation with the Authority and may not be implemented without notifying the Authority.
- 15.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

16. Licence Fees

- 16.1 Upon the issuance of this Licence, the Licensee shall pay to the Authority a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$ 100.00 in respect of the First Licence Year.
- 16.2 The Licensee is also obliged to pay—
- (a) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$712.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$356.00 the second year and thereafter;
 - (b) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
 - (c) The Authority reserves the right to review any amount of fees chargeable under this Licence.

- 16.3 During the third Licence year, the Authority shall review the impact of the said Licence Fee and escalations on the financial and operating performance of the Licensee, and shall determine an appropriate annual Licence fee or formula for calculation of the annual Licence fees in respect of the remainder of the Licensee's Licence validity period.
- 16.4 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.
- 16.5 Any Licence amendment proceedings instituted by the Authority shall not attract any Licence amendment fees.
- 16.6 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 5% per annum compounded monthly until full liquidation thereof.
- 16.7 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licence shall be deemed to have been warned to pay up all outstanding fees
- 16.8 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.
- 16.9 Notwithstanding the fore gone clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licence.

17. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

18. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under section 51 (1) (d) to the Act.

19. Amendments

- 19.1 These terms and conditions of this Licence shall not be amended by the Authority during its Effective Term except in accordance with section 53 of the Act.
- 19.2 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee must pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.
- 19.3 Any Licence amendment proceedings instituted by the Authority at its own instance shall not attract any Licence amendment fees.

20. Authorisations and Approvals-Addresses

- 20.1 Any authorisation or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—
- (a) Physical address : CHANCO COMMUNITY RADIO, ZOMBA
 - (b) Postal address : P.O. Box 280
 - (c) Telephone number :
 - (d) Facsimile number :
 - (e) E-mail address :
- 20.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change no less than five (5) days prior to such change.

20.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely—

- (a) Physical address : MACRA House
Salmin Amour Road
- (a) Postal address : Private Bag 261
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address : dg-macra@macra.org.mw

21. Frequencies and Technical Parameters

- 21.1 This Licence is issued subject to strict compliance with technical parameters as set out in Schedule 2 hereto or as agreed with the Authority from time to time.
- 21.2 The Licensee shall strictly comply with the broadcasting technical specifications set out in Schedule 3 hereto or as recommended by the National Communications Policy (NCP), the International Telecommunications Union (ITU) radio regulations and other international agreements entered into by the Republic.
- 21.3 The Licensee is licensed to broadcast a geographical community sound broadcasting service using the frequencies specified and listed in Schedule 4 hereto or as and when applied for.
- 21.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the National Spectrum Allocation Plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

22. Revocation

- 22.1. This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—
 - (i) if the Licensee is in substantial breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
 - (ii) if the Licensee has been declared bankrupt or insolvent; or
 - (iii) if the Licensee takes steps to deregister itself or is deregistered; or
 - (iv) If the Licensee fails to roll out its services within eight (8) months from the Effective date,Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.
- 22.2 The Radio licence shall be revoked in accordance with section 42 of the Act.
- 22.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked.

23. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

24. Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

25. General

- 25.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.
- 25.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.
- 25.3 This Licence is classified as "Geographical Community Sound Broadcasting Service Licence".—(GCS)

26. Renewal

- 26.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and MACRA at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions.
- 26.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence.
- 26.3 The Authority shall without giving reasons not renew the Licence if it is in the public interest to do so.
- 26.4 On renewal, MACRA may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators.
- 26.5 The fee payable in respect of any renewal of the Licence shall be as agreed between MACRA and the Licensee.

27. Roll-Out Obligation

- 27.1 The Licensee shall roll out its broadcasting services in Malawi within eight (8) months from the Effective date.
- 27.2 The Licence shall be revoked if the Licensee fails to roll out within eight (8) months.

CHARLES NSALIWA

Director General

Signed for and on behalf of the Authority

SCHEDULE 1

LICENCE FORMAT

Licensee : CHANCELLOR COLLEGE

Station Name : CHANCO 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

The Licensee shall, within eight (8) months of the roll out period from the Effective Date, introduce educational programmes covering, *inter alia*—

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

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : CHANCELLOR COLLEGE

Station Name : CHANCO COMMUNITY RADIO STATION

1. The Licensee is licensed and authorised to broadcast from studios situated at the following addresses:
 - 1.1 100 Kilometres radius from Zomba
2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent personnel.
5. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, apply to the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive application for an amendment to the Licence.
6. The Authority may at any time conduct such independent tests as it may consider necessary, on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
7. Any deviation from these conditions may lead to suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : CHANCELLOR COLLEGE

Station Name : CHANCO COMMUNITY RADIO STATION

TO BE FURNISHED LATER

SCHEDULE 4

LICENSED FREQUENCIES

Licensee : CHANCELLOR COLLEGE

Station Name : CHANCO COMMUNITY RADIO STATION

Operating Frequency—

TO BE FURNISHED LATER

SCHEDULE 5

BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : CHANCELLOR COLLEGE

Station Name : CHANCO COMMUNITY RADIO STATION

Interpretation

Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

Definitions

In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.

“The Authority” means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.

“Commission” means the Malawi Electoral Commission established by section 75 of the Constitution.

“Election Period” means the period running from the nomination date of candidates to 48 hours before polling date. This definition shall apply *mutatis mutandis* to “Campaign Period”

“Elections” means any general election, by-election, local government election and referendum.

“Electoral Commission Act” means the Electoral Commission Act, 1998.

“Electoral Laws” means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.

“Party” means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.

“Party Election Broadcast” means a direct address or message broadcast free of charge on CHANCO COMMUNITY RADIO under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).

“Political advertisement” means an advertisement broadcast on CHANCO COMMUNITY RADIO that is intended or calculated to advance the interests of any political party, for which advertisement CHANCO COMMUNITY RADIO has received or is to receive, directly or indirectly, any money or other consideration.

“Polling day” means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

“CHANCO COMMUNITY RADIO” means CHANCO COMMUNITY RADIO Broadcasting Station

3. General provisions in respect of political advertisement or a party election broadcasts.

3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by CHANCO COMMUNITY RADIO shall submit that political advertisement or party broadcast to CHANCO COMMUNITY RADIO, pre-recorded and presented thereto 48 hours before transmission—

3.1.1 in a form and manner that complies with CHANCO COMMUNITY RADIO’s technical, editorial and programme standards as approved by the Authority;

3.1.2 in completed form, ready for broadcast; and

3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.

- 3.2 Every political advertisement or party election broadcast submitted by a party to CHANCO COMMUNITY RADIO for transmission shall be prepared by or at the instance or request of, that party.
- 3.3 CHANCO COMMUNITY RADIO shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
- 3.4 CHANCO COMMUNITY RADIO shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
- 3.5 CHANCO COMMUNITY RADIO, upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to CHANCO COMMUNITY RADIO at least 48 hours before the intended time for its transmission;
- 3.6 Any party whose party election broadcast has been rejected or refused by the CHANCO COMMUNITY RADIO shall have the right to refer the matter to the Authority.
- 3.7 A party that submits a political advertisement or party election broadcast to the CHANCO COMMUNITY RADIO for transmission shall ensure that the political advertisement or party election broadcast does not:
 - 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
 - 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
- 3.8 Neither party that submits a political advertisement or a party election broadcast to CHANCO COMMUNITY RADIO for transmission, nor any member or official of any such party, shall have any claim against Maziko Radio arising from the transmission by it of that political advertisement or party election broadcast.
- 3.9 CHANCO COMMUNITY RADIO shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified CHANCO COMMUNITY RADIO in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
- 3.10 At the end of the campaign period, the CHANCO COMMUNITY RADIO is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.

4. Specific provisions in respect of Party Election Broadcasts

4.1 CHANCO COMMUNITY RADIO shall—

- 4.1.1 make available, on daily basis throughout the election broadcast period time-slots of two (2) minutes each for the transmission of election broadcasts and shall do so in accordance with the sequence and timing prescribed by the Commission or the Authority in terms of clause 6 of this schedule. Provided that the Commission or the Authority shall be entitled to prescribe an increased number of daily time-slots for the transmission of election broadcasts;
- 4.1.2 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts.
- 4.1.3 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both at their introduction and at their conclusion.
- 4.2 Party election broadcasts transmitted by CHANCO COMMUNITY RADIO shall be allocated equitable time duration not exceeding two minutes each.
- 4.3 CHANCO COMMUNITY RADIO shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
- 4.4 No party shall be obliged to use the air time allocated to it in terms of this Schedule for the transmission of party election broadcasts provided that:
 - 4.4.1 any air-time allocated to it but not used by the party shall be forfeited;
 - 4.4.2 If any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by CHANCO COMMUNITY RADIO for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

- 5.1 CHANCO COMMUNITY RADIO may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State and any other candidate, presidential or otherwise inclusive of the incumbent state president, as applicable, on terms mutually agreeable between the said candidate and CHANCO COMMUNITY RADIO Station.
- 5.2 Broadcasts of the incumbent president pursuant to clause 5.1 hereinbefore require no balancing by the media. Provided that where presidential and other candidates' broadcasts carry campaign message(s), CHANCO COMMUNITY RADIO shall take steps to balance these messages with appropriate coverage of the campaigns of other candidates.
- 5.3 Balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaign message on behalf of his or her political party.

6. Allocation of air-time in respect of party election broadcasts.

- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by either the Commission or the Authority to the various parties contesting the Parliamentary and Presidential elections, Local Government Elections referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and CHANCO COMMUNITY RADIO shall reserve the right to assess the technical, editorial and programme quality of such recorded material. CHANCO COMMUNITY RADIO shall not broadcast any material that fail to meet its required technical, editorial and programme standards.
- 6.3 Complete party election broadcasts ready for transmission shall be handed over to CHANCO COMMUNITY RADIO on completion. CHANCO COMMUNITY RADIO shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with CHANCO COMMUNITY RADIO shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

- 7.1 During the official campaign period, CHANCO COMMUNITY RADIO shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably and fairly.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond thereto in such programme or without the view of such political party being reflected therein, CHANCO COMMUNITY RADIO shall be obliged to afford such political party a reasonable opportunity to respond thereto. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 CHANCO COMMUNITY RADIO shall transmit news or current affairs programming on elections in an impartial and objective manner.

8. Complaints

- 8.1 The Broadcasting Monitoring and Complaints Committee is hereby established and mandated to receive and investigate complaints about the Licensee from the public and any interested stakeholder(s) during elections.
- 8.2 The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Commission and the Chairperson of the Malawi Law Society.
- 8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.

2. Live Broadcast

2.1 CHANCO COMMUNITY RADIO may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State and not as a candidate, presidential or otherwise, inclusive of the incumbent state President as applicable, on terms mutually acceptable between the said candidate and CHANCO COMMUNITY RADIO station.

2.2 Broadcasts of the incumbent President pursuant to 2.1 shall not be subject to rebroadcast by the media. Provided that where presidential and other candidates' broadcasts carry campaign messages, CHANCO COMMUNITY RADIO shall take steps to balance the messages with appropriate coverage of the campaigns of other candidates.

2.3 Balanced coverage shall also apply to any broadcast by a Minister (or Government official) speaking in an official capacity that contains a clear campaign message on behalf of his or her political party.

3. Allocation of air-time in respect of party election broadcasts

3.1 Air-time in respect of party election broadcasts shall be allocated by either the Commission or the Authority to the various parties contesting the Parliamentary and Presidential elections, Local Government Elections, referenda and any other elections.

3.2 Party election broadcasts shall be recorded at professional studios and CHANCO COMMUNITY RADIO shall reserve the right to assess the technical, editorial and programme quality of such recorded material. CHANCO COMMUNITY RADIO shall not broadcast any material that fails to meet its required technical, editorial and programme standards.

3.3 Complete party election broadcasts ready for transmission shall be handed over to CHANCO COMMUNITY RADIO on completion. CHANCO COMMUNITY RADIO shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.

3.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with CHANCO COMMUNITY RADIO shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.

4. Fair and equitable treatment of political parties by the broadcasting licensee during election period.

4.1 During the official campaign period, CHANCO COMMUNITY RADIO shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably and fairly.

4.2 In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond thereto in such programme or without the view of such political party being reflected therein, CHANCO COMMUNITY RADIO shall be obliged to afford such political party a reasonable opportunity to respond thereto. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.

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5.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.

GENERAL NOTICE NO. 95

Reference: B-GC-TV-12



Licence No. 00012

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

MALAWI COMMUNICATIONS REGULATORY AUTHORITY
GEOGRAPHICAL COMMUNITY TELEVISION BROADCASTING LICENCE

This is to certify that

CHANCO TV

Of: P.O. Box 280

Zomba

is licensed to provide a GEOGRAPHICAL COMMUNITY TELEVISION BROADCASTING SERVICE under Part V of the Communications Act, 1998, for a period of **SEVEN (7)** Years commencing on 23RD NOVEMBER, 2012, and ending on 323RD NOVEMBER, 2019, subject to the Licensee's compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licensee to MACRA shall be as follows—

- (a) Broadcasting Licence fee as stipulated in Section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$2,000.00 *annually*.
- (b) Radio Licence (frequency) assignment fee of Malawian Kwacha equivalent of US\$1780.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$890.00 the second year and thereafter;
- (c) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
- (d) All broadcasting frequency licence fees shall be payable within three (3) months from the anniversary of the Effective date (The date when the licence is published in the Malawi Government *Gazette*) failure of which the debt shall attract interest at five 5% per annum until full liquidation thereof. If the said fees remain out-standing on the 6th and 9th month the licensee shall be deemed to have been warned and given notice to pay within 3 months thereof respectively. If any sum shall remain unpaid the licence shall stand automatically revoked on the 12th month from the anniversary of the effective date.
- (e) The Authority reserves the right to review this Licence and all fees chargeable herein as it deems fit.

CHARLES NSALIWA
Director General

MARTHA KWATAINE
Chairperson

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto. Failure to comply with any terms and conditions may lead to suspension or revocation of this Licence

Issued without alteration or erasure, and void if altered or erased

Broadcasting Licence for CHANCO Community Television Station

TERMS AND CONDITIONS OF THE LICENCE

1. Definitions

In these terms and conditions, any word, words or phrases to which a meaning has been assigned in the Act shall bear that meaning, unless the context indicates otherwise. Subject to the foregoing—

- (a) any word or phrase importing any one gender shall include all other genders;
- (b) any word or phrase importing the singular shall include the plural;
- (c) words and phrases shall have the meanings assigned herein—
 - (i) “Act” means the Communications Act, No. 41 of 1998;
 - (ii) “Authority” means the Malawi Communications Regulatory Authority, established under section 3 of the Act;
 - (iii) “Code of conduct” means the code of conduct contained in the Third Schedule to the Act;
 - (iv) “Conditions” means these terms and conditions, as read with Schedules 2, 3, 4, 5 and 6 to the Licence;
 - (v) “Constitution” means the Constitution of the Republic of Malawi;
 - (vi) “Current Affairs” means contemporary issues and events of national importance;
 - (vii) “Drama” means story-telling by means of play-acting using human characters and other props, through the medium of audio visual, conveyed by means of audio visual broadcasting signals and equipment.
 - (viii) “Effective Date” means the date of which the Licence shall be published in the *Gazette* and come into effect pursuant to Section 51 (1) (d) of the Act;
 - (ix) “First Licence Year” means a period of twelve (12) months commencing on the Effective Date and ending on the last calendar day of such twelve (12) months period;
 - (x) “Licence” means the Licence issued to the Licensee to own, operate and provide a Geographical Community Television Broadcasting Service, and of which these conditions constitute the terms and conditions;
 - (xi) “Licensee” means CHANCO COMMUNITY TV duly registered under the laws of the Republic;
 - (xii) “Licence year” means every twelve months period commencing initially on the Effective Date, and thereafter on each and every anniversary of the Effective Date;
 - (xiii) “News” means reports on events and occurrences of the day covering international, regional, country and local matters;
 - (xiv) “Ordinary broadcasting hour” means any hour falling between 09h00 and 15h00 on any one day, and between 22h00 of the same day and 06h00 the next day;
 - (xv) “On-air” means a continuity broadcast in a studio and live from an outside broadcast facility;
 - (xvi) “Peak Hour” means any hour falling between 06h00 and 09h00 and between 15h00 and 22h00 on any day;
 - (xvii) “Pre-recorded station identification jingle” means an electronically recorded jingle in which the station or Licensee is identified on air;
 - (xviii) “Geographical Community Television broadcasting service” means a broadcasting service operated on a non-profit basis, catering for the interest of a geographical community and covering within 100kms radius.
 - (xix) “Republic” means the Republic of Malawi as constituted under Chapter 1 of the Constitution;
 - (xx) “CHANCO COMMUNITY TV” means CHANCO COMMUNITY TELEVISION STATION.

2. Licence Principles

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

- 2.1 The protection of the best interests of the viewers, consumers and other users of Geographical Community Television Broadcasting Services;
- 2.2 Promotion of open access to information by means of the Geographical Community Television Broadcasting Service;
- 2.3 Promotion of efficiency within the Geographical Community Television Broadcasting Service of the Licensee;
- 2.4 Encouraging the introduction of new and innovative programmes to enhance the needs, aspirations and best interests of the people of Malawi;

- 2.5 Fostering the development of a Geographical Community Television Broadcasting Service in accordance with recognised national and international standards.
- 2.6 Informing and educating the masses on religious, development, political, social and economic issues; and
- 2.7 Entertaining the public in accordance with the national and cultural values

3. Name of Station

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

CHANCO COMMUNITY TV

- 3.1 The Licensee may not alter the name of the station without obtaining the prior written authorisation of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 3.2 The Licensee may, in the place of the name of the station as specified in sub-clause 3.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 3.1 hereof shall apply in respect of the said shortened form of the Licensee's name. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

4. On-Air Station Identification

The Licensee shall ensure that its television station identifies itself on-air at intervals of not more than twenty (20) minutes or at a programme junction, whichever is convenient, provided that the station is not obliged to interrupt its programmes. For this purpose, it shall be permissible for the Licensee to use real-time speech or pre-recorded station identification jingles, as the case may be. Provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

5. Protection of Constitutional Rights and Freedoms

- 5.1 In the provision of its Geographical Community Television Broadcasting Service, the Licensee shall uphold and respect the constitutional rights, freedoms and privileges enshrined in the Constitution. Without derogating from the generality of the foregoing, the Licensee shall function without any political bias and independently of any person or body of persons, but shall in so doing respect citizens' and the community's rights, among others, to—

- 5.1.1 Privacy;
- 5.1.2 economic activity;
- 5.1.3 economic, social, cultural and political development;
- 5.1.4 freedom of association;
- 5.1.5 freedom of conscience and opinion;
- 5.1.6 freedom of expression;
- 5.1.7 access to information;
- 5.1.8 administrative justice; and
- 5.1.9 equality and equity.

6. National Coverage and Universal Service Strategy

- 6.1 The Licensee shall provide a Geographical Community Television Broadcasting Service throughout the Republic. To this end the Licensee shall, within eighteen (18) months of the roll out period from the Effective Date, furnish the Authority with the following—
 - (a) A comprehensive report in which shall be set out the full coverage area of the Licensee's Geographical Community Television Broadcasting Service as at eighteen (18) months of the roll out period from the Effective Date;
 - (b) A full list of current transmission infrastructure applied to the Licensee's Geographical Community Television broadcasting service; and
 - (c) A full list of broadcasting frequencies in use and on reserve as at the Effective Date, and the planned use of frequencies held by the Licensee in reserve, as applicable, if not included in Schedule 4.

Broadcasting Hours

- 7.1 The Licensee may broadcast for up to twenty four (24) hours each day of the year. Provided that the licensee shall ensure that its Television station broadcasts not less than eighteen (18) hours per day;
- 7.2 During the said licensed broadcast hours, the Licensee shall broadcast continuously and may not stop or cease its broadcasts except where such stoppage or cessation is due to unforeseeable factors beyond its control, in which case the Licensee shall ensure that the cause of the stoppage or cessation is removed within the shortest possible time.
- 7.3 Notwithstanding the provisions of sub-clauses 7.1 and 7.2, the Licensee may, on good cause shown and subject to the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

Ownership and Control

- 8.1 This Licence shall be owned, controlled and operated by the CHANCO COMMUNITY TV Limited, an entity that is duly registered as such in terms of the applicable law of the Republic.
- 8.2 This Licence is not transferable.
- 8.3 The broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee. The Licensee may engage the services of outside consultants, provided there is a written agreement with clear terms of reference, a copy of which shall be submitted to the Authority.
- 8.4 In the event of change of ownership or control of the Licensee, the Licensee shall submit a formal substantive application for amendment to this Licence.
- 8.5 The Licensee shall ensure that its financial or voting interests held by one or more foreign persons does not exceed forty percent (40%) and that its ownership does not at any stage include an association, party, movement, organisation, body or alliance that is political in nature.
- 8.6 The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

Finances

- 9.1 The Licensee may be financed through any of the following or a combination of any of the following—
 - 9.1.1 Station and/or programme sponsorship;
 - 9.1.2 Regulated advertisements;
 - 9.1.3 Donations;
 - 9.1.4 Contributions;
 - 9.1.5 Membership fees; and
 - 9.1.6 Any other lawful source of income whether foreign or domestic subject to clause 8.5 hereinbefore.
- 9.2 The Licensee shall submit to the Authority audited financial statements and any further supporting vouchers and documentation as may be required by the Authority within three (3) months of the end of its financial year, or such further period as the Authority may agree to in writing. Such statements shall be audited and compiled in accordance with the Generally Accepted Accounting Practice.

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

- 10.1.1 The Licensee shall within eighteen (18) months from the roll out period from the Effective Date provide news bulletins of not less than thirty (30) minutes per day. Provided that no less than half of the news broadcasts shall be broadcast during Peak Hours. Provided further that the Licensee may broadcast news on a more frequent basis.
- 10.1.2 Licensee shall endeavour, within eighteen (18) months from the roll out period from the Effective Date, to commence with the provision of current affairs programming of not less than three (3) minutes every third hour. Provided that the Licensee may broadcast current affairs programming on a more frequent basis.
- 10.1.3 In the provision of news and current affairs programmes, the Licensee shall, in addition to compliance with the Code of Conduct under the Third Schedule to the Act, encourage free and informed opinion on matters of public interest.
- 10.1.4 The Licensee shall ensure that news personnel exercise and demonstrate independent editorial control over the content of news and current affairs programming.

11. Culture

11.2.1 The Licensee shall ensure that its programmes reflect the wide cultural diversity of Malawi.

11.2.2 The Licensee shall ensure that its programming does not denigrate or undermine other people's religious beliefs and cultural values.

12. Format

The Licensee shall not change the format of its Geographical Community Television Broadcasting Service programme schedule by more than twenty percent (20%) whenever change becomes necessary without the prior written consent of the Authority. The Licensed format is set out in Schedule 1 herein.

13. Educational Programmes

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

(a) HIV-Aids

(b) Position of women, children and the disabled

(c) Career guidance

(d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

14. Syndicates and Re-Broadcasts

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

15. Live Broadcasts

15.1 The Licensee may broadcast live any programme or event provided that such broadcasts are in compliance with the Licence conditions, the Act and any regulations made there under.

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

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

16. Entertainment

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

17. Public Announcements and Service

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

17.2 The Licensee may, when requested by the Authority, without charge broadcast the information in sub-clause 16.1 above and such other information and particulars at such intervals as the Authority may request, of any applications, inquiries, hearings or complaints concerning any Licensee.

18. Records of Broadcast Programmes

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

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

18.3 The Authority reserves the right to request the Licensee to produce any such record or records for any lawful purpose. Provided that this right shall not extend to disclosure of journalistic sources.

19. Editorial and Programme Policy

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

20. Democracy

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

21. Quality of Service

21.1 The Licensee shall provide television services of good quality to its Customers according to quality of service standards set by the Authority.

21.2 The Authority shall monitor and review the Licensee's quality of service standards from time to time.

22. Advertising

22.1 This Licence authorises and permits the Licensee to broadcast advertisements.

22.2 The Licensee shall annually furnish to the Authority, within sixty (60) days at the end of the Licensee's financial year, a return covering all the advertising broadcast during the preceding financial year, the total minutes or hours of such advertising, and the total revenues derived therefrom.

22.3 The return contemplated in sub-clause 22.2 shall contain a declaration under oath or affirmation, in the following terms—

"I, the undersigned,, in my capacity as hereby declare under oath/affirm that the information provided in this return is to the best of my knowledge and belief both true and correct. I undertake that should I become aware that any such information is not accurate, I shall immediately bring this information to the attention of the Authority", and shall be signed by the Chairman of the Board, or the Director General of the Licensee acting under lawful authorisation of the Board".

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

23. Election Coverage

23.1 During any proclaimed election period, the Licensee shall neither be obliged nor be obligated to cover political parties, election candidates or political party electoral issues;

23.2 Notwithstanding the foregoing, if the Licensee opts to cover electoral issues, it shall ensure that all political parties, election candidates and electoral issues are treated equitably.

23.3 In the event that the Licensee opts to proceed as envisaged in clause 23.2 above, it shall ensure that it abides by Schedule 5 hereto.

24. Public Complaints

24.1 The Licensee shall, within eighteen (18) months of the roll out period from the Effective Date or such extended period as the Authority may allow, design a public complaints handling procedure and obtain approval thereof from the Authority.

24.2 The Licensee shall designate a person or persons of sufficient seniority and competence to deal with any complaints concerning the Licensee's public sound broadcasts from any source whatsoever.

24.3 The Licensee shall ensure that the Authority is informed in writing of the name or names of such person or persons within the period stipulated in sub-clause 24.2 hereof.

24.4 The Licensee shall, at least once a day during Peak Hours, broadcast information to the public on how to lodge complaints about its programming. Such broadcasts shall include a notice that members of the public have a right to complain directly to the Authority.

24.5 The Licensee shall comply with the Authority's complaint handling and adjudication procedures.

24.6 The Licensee shall annually submit to the Authority, within sixty (60) days of the end of the Licensee's financial year, a written report on all complaints received and how they were addressed by the Licensee.

25. Contracts

- 25.1 Subject to clause 14 and any applicable laws and regulations, the Licensee may enter into contracts with any foreign broadcasters in relation to the provision of programme material or the re-broadcast of foreign-sourced programme material. Provided that any such contracts shall be subject to prior consultation with the Authority and may not be implemented without notifying the Authority.
- 25.2 The Licensee shall not enter into any contracts with any person or entity, involving the assignment, allocation or change to the assignment or allocation of broadcasting frequencies.

26. Licence Fees

- 26.1 The Authority shall issue this Licence subject to the payment of a Broadcasting Licence fee as stipulated in section 51 (1) (a) of the Act, in the amount of Malawian Kwacha equivalent of US\$2,000.00 in respect of the First Licence Year, and subsequently on or before each and every anniversary of the Effective.
- 26.2 In addition to broadcasting fees, the Licensee is also obliged to pay—
- (a) Radio Licence (frequency) fee of Malawian Kwacha equivalent of US\$1780.00 per assigned broadcasting frequency for the First Licence Year and Malawian Kwacha equivalent of US\$890.00 the second year and thereafter;
 - (b) Studio Transmitter Links (STLs) frequency fee of Malawian Kwacha equivalent of US\$356.00 per link.
 - (c) The Authority reserves the right to review any amount of fees chargeable under this Licence.
- 26.3 Failure to comply with this provision shall amount to a breach of this Licence and the Authority may impose any penalty deemed fit.
- 26.4 During the third Licence year, the Authority shall review the impact of the said Licence Fee and escalations on the financial and operating performance of the Licensee, and shall determine an appropriate annual Licence fee or formula for calculation of the annual Licence fees in respect of the remainder of the Licensee's Licence validity period.
- 26.5 In the event of the Licensee applying for the amendment of this Licence under section 53 of the Act, the Licensee shall pay to the Authority, with the said application, a non-refundable Licence amendment application fee as the Authority may determine from time to time.
- 26.6 Any Licence amendment proceedings instituted by the Authority at its own instance shall not attract any Licence amendment fees.
- 26.7 All outstanding licence fees shall be payable within three (3) months from the anniversary of the licence failure of which the debt shall attract interest at 5% per annum compounded monthly until full liquidation thereof.
- 26.8 Where licence fees stand outstanding for over a period of 6 months from the anniversary of the licence, the licence shall be deemed to have been warned to pay up all outstanding fees.
- 26.9 If the said fees remain unliquidated 9 months from the anniversary of the licence, the licensee shall be deemed to have been given notice to pay up all licence fees within three (3) months from the said 9th month otherwise the licence shall stand automatically revoked upon expiry of 12 months from the anniversary of the licence.
- 26.10 Notwithstanding the foregoing clauses, the Authority shall be at liberty to engage all legally acceptable means including institution of legal proceedings to collect outstanding licence fees from the licensee.

27. Code of Conduct

In addition to Schedule 5 hereof, the Licensee shall adhere to the Code of Conduct for broadcasting services as stipulated in the Third Schedule to the Act.

28. Validity

This Licence shall be valid for a period of seven (7) years determined from the Effective Date as stipulated under Section 51 (1) (d) to the Act.

29. Authorization and Approvals-Addresses

29.1 Any authorization or approval validly given to the Licensee shall be in writing or confirmed in writing within a reasonable period of time and shall be sent or transmitted to the Licensee at the following official address of the Licensee—

- (a) Physical address : Chancellor College, Chilunga Campus
- (b) Postal Address : P.O. Box 280, Zomba
- (c) Telephone number :
- (d) Facsimile number :
- (e) Cell number :
- (f) E-mail address :

29.2 Should any of these particulars change, it shall be the Licensee's duty to inform the Authority of any such change no less than five (5) days prior to such change.

29.3 Any application, request, notice or communication given by the Licensee to the Authority shall be in writing or confirmed in writing within a reasonable period of time, addressed to the Director-General, and shall be delivered or transmitted to the Authority's address, namely:

- (a) Physical address : MACRA House
Salmin Amour Road
- (a) Postal address : Private Bag 261
Blantyre. MALAWI
- (b) Telephone number : +265 (0) 1 883 611
- (c) Facsimile number : +265 (0) 1 883 890
- (d) E-mail address : dg-macra@macra.org.mw

30. Frequencies and Technical Parameters

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

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

30.3 The Licensee is licensed to broadcast a Geographical Community Television Broadcasting Service using the frequencies specified and listed in Schedule 4 hereto or as and when applied for.

30.4 The Authority reserves the right to change the existing frequency allocation and assignment to bring them in line with the National Spectrum Allocation Plan as it evolves from time to time. Provided that the licensee shall always be consulted before effecting such change.

31. Revocation

31.1. This Licence may be revoked by the Authority subject to the provisions of the Communications Act and licence conditions—

- (i) if the Licensee is in substantial breach of the conditions of this Licence and has not within a reasonable period, after having been notified in writing of such breach by the Authority and having had reasonable opportunity to make representations, remedied the breach, or where such breach has been the subject of specific penalty imposed on the Licensee under the provisions of this Licence, has failed to oblige to the penalty so imposed; or
- (ii) if the Licensee has been declared bankrupt or insolvent; or
- (iii) if the Licensee takes steps to deregister itself or is deregistered.
- (iv) If the Licensee fails to roll out within eighteen (18) months from the Effective Date.

Provided that this Licence shall only be revoked at such time the Authority deems fit having followed all the rules and procedures.

31.2 The Radio licence shall be revoked in accordance with section 42 of the Act.

31.3 If the licence and frequency fees remain outstanding upon expiry of 12 months from the anniversary of the Effective Date in which case the licence shall stand automatically revoked.

32. Arbitration

Any dispute arising out of or in relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration in accordance with the Arbitration Act.

33. Applicable Law and Policy

This Licence and its performance shall be governed by and construed in accordance with the Constitution, the Act or any other relevant laws and policies in force in the Republic.

34. General

34.1 Should any provision of these Conditions be invalid or unenforceable, the same shall be severed from this Licence and the remaining provisions shall remain valid and enforceable.

34.2 In the event of difference of opinion as regards the interpretation of the provisions of this Licence, the Authority's interpretation shall take precedence and shall be final and binding, subject only to judicial review.

34.3 This Licence is classified as "Gographical Community Television Broadcasting Service Licence".—(GCT)

35. Renewal

35.1 The Licence may be renewed for such number of years as may be agreed between the Licensee and the Authority at the expiry of its term provided the Licensee is in compliance in all material respects with its provisions

35.2 Application for renewal shall be made in writing no later than twelve (12) calendar months before the expiration of the Licence.

35.3 The Authority may not renew a License if it is in the public interest to do so subject to due process of the law.

35.4 On renewal, the Authority may amend the provisions of this Licence as necessary to take account of any changes in the services or in Regulations applicable to Licensed Operators.

35.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licensee.

36. Roll-Out Obligation

36.1 The Licensee shall roll out its broadcasting services in Malawi within eighteen (18) months from the Effective Date.

36.2 The Authority may revoke the Licence if the Licensee is in breach of clause 36.1 above.

CHARLES NSALIWA

Director General

Signed for and on behalf of the Authority

SCHEDULE 1
LICENCE FORMAT

Licensee : CHANCO COMMUNITY TV LIMITED

Station Name : CHANCO COMMUNITY TV

DESCRIPTION OF FORMAT

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

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

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

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

SCHEDULE 2

TECHNICAL PARAMETERS

Licensee : CHANCO COMMUNITY TV LIMITED

Station Name : CHANCO COMMUNITY TV

-
1. The Licensee is licensed and authorized to broadcast from studios situated at the following addresses:
 - 1.1 Blantyre;
 - 1.2 Lilongwe;
 - 1.3 Mzuzu; and
 - 1.4 any other studios to be developed from time to time including outside broadcasting.
 2. The Licensee shall operate the broadcasting service and studio to transmitter links (STL) in strict accord with the technical specifications contained in Schedule 3 hereto. Any deviations may lead to the suspension and/or revocation of this Licence.
 3. The technical equipment used by the Licensee shall at all times satisfy the requirements of the Authority. Such equipment shall be maintained in a technically sound condition and shall not cause harmful interference to the efficient working, maintenance or use of any other lawful communication services.
 4. The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent personnel.
 5. The Licensee may at any time after an initial unbroken period of twelve (12) months from the Effective Date, apply to the Authority for a change in any of the above conditions. Provided that changes to paragraph 3 shall require a substantive application for an amendment to the Licence.
 6. The Authority may at any time conduct such independent tests as it may consider necessary, on any of the Licensee's technical equipment. To this end, and if necessary, the Authority may require the Licensee to switch off certain equipment and cease broadcasts for such reasonable period as the Authority may need to conduct such tests.
 7. Any deviation from these conditions may lead to suspension and/or revocation of this Licence.

SCHEDULE 3

TECHNICAL SPECIFICATIONS

Licensee : CHANCELLOR COLLEGE

Station Name : CHANCO COMMUNITY TV

Operating Frequency—
TO BE FURNISHED LATER

SCHEDULE 4

LICENSED FREQUENCIES

Licensee : CHANCELLOR COLLEGE

Station Name : CHANCO COMMUNITY TV

Operating Frequency—
TO BE FURNISHED LATER

SCHEDULE 5
BROADCASTING CODE OF CONDUCT ON ELECTION COVERAGE

Licensee : CHANCELLOR COLLEGE

Station Name : CHANCO COMMUNITY TV

Interpretation

Every person interpreting or applying this schedule shall do so in a manner that is consistent with and, gives effect to and takes into account the provisions of the Constitution, the electoral laws, the Communications Act and the provisions of this schedule.

Definitions

In this schedule, provision has been made for a separate list of definitions that may be constantly referred to during election coverage. Any word or expression to which a meaning has been assigned for in the Constitution, Act and Electoral Laws shall bear such meaning unless the context indicates otherwise.

"The Authority" means the Malawi Communications Regulatory Authority established under section 3 of the Communications Act, 1998.

"Commission" means the Malawi Electoral Commission established by section 75 of the Constitution.

"Election Period" means the period running from the nomination date of candidates to 48 hours before polling date. This definition shall apply mutatis mutandis to "Campaign Period"

"Elections" means any general election, by-election, local government election and referendum.

"Electoral Commission Act" means the Electoral Commission Act, 1998.

"Electoral Laws" means the laws governing the conduct of elections in Malawi that is, the Parliamentary and Presidential Elections Act and the Local Government Elections Act.

"Party" means a political party registered in terms of the Political Parties (Registration and Regulation) Act and, by extension, any independent candidate duly nominated and registered for any elections.

"Party Election Broadcast" means a direct address or message broadcast free of charge on CHANCO COMMUNITY TV under an arrangement, if any, with either the Commission or the Authority which is intended or calculated to advance the interests of a political party. Provided that the Licensee shall neither be obliged nor be obligated to enter into such arrangement(s).

"Political advertisement" means an advertisement broadcast on CHANCO COMMUNITY TV that is intended or calculated to advance the interests of any political party, for which advertisement CHANCO COMMUNITY TV has received or is to receive, directly or indirectly, any money or other consideration.

"Polling day " means any day appointed either by the State President or the Commission or any other lawful authority, as applicable, in terms of sections 89 (1) (i) and 196 (1) (a) of the Constitution, sections 36 (1) (c) and 48 (1) (b) of the Parliamentary and Presidential Elections Act and Section 28 of the Local Government Elections Act for the holding of a poll.

"CHANCO COMMUNITY TV" means CHANCO COMMUNITY TELEVISION STATION

3. General provisions in respect of political advertisement or a party election broadcasts.

3.1 Any party that wishes to have a political advertisement or a party election broadcast transmitted by CHANCO COMMUNITY TV shall submit that political advertisement or party broadcast to CHANCO COMMUNITY TV, pre-recorded and presented thereto 48 hours before transmission—

3.1.1 in a form and manner that complies with CHANCO COMMUNITY TV's technical, editorial and programme standards as approved by the Authority;

3.1.2 in completed form, ready for broadcast; and

3.1.3 notice for political advertisement or party election broadcast shall be in accordance prevailing regulations.

3.2 Every political advertisement or party election broadcast submitted by a party to CHANCO COMMUNITY TV for transmission shall be prepared by or at the instance or request of, that party.

- 3.3 CHANCO COMMUNITY TV shall be entitled to reject and refuse to transmit any political advertisement or party election broadcast if it does not comply with its technical standards or editorial and programme policies, the Constitution, the Electoral Laws, the Act or this schedule.
- 3.4 CHANCO COMMUNITY TV shall not in any way alter any political advertisement or party election broadcast, whether before or after transmission.
- 3.5 CHANCO COMMUNITY TV upon rejection or refusal of any political advertisement or party election broadcast submitted to it by a party for transmission shall, within 48 hours of such rejection or refusal, as the case may be, furnish the party with written reasons for such rejection or refusal, whichever applies, and that party shall be entitled to alter or edit the political advertisement or party election broadcast and re-submit it to CHANCO COMMUNITY TV at least 48 hours before the intended time for its transmitted;
- 3.6 Any party whose party election broadcast has been rejected or refused by the CHANCO COMMUNITY TV shall have the right to refer the matter to the Authority.
- 3.7 A party that submits a political advertisement or party election broadcast to the CHANCO COMMUNITY TV for transmission shall ensure that the political advertisement or party election broadcast does not—
- 3.7.1 contravene the provisions of the Constitution, the Electoral Laws, the Communications Act and any other applicable laws in addition to this Schedule;
- 3.7.2 contain any material that is calculated, or that, in the ordinary course of things, is likely to provoke or incite any unlawful, illegal or criminal act, or that may be perceived as condoning or lending support to any such act.
- 3.8 Neither party that submits a political advertisement or a party election broadcast to CHANCO COMMUNITY TV for transmission, nor any member or official of any such party, shall have any claim against CHANCO COMMUNITY TV arising from the transmission by it of that political advertisement or party election broadcast.
- 3.9 CHANCO COMMUNITY TV shall ensure that every party that submits a political advertisement or a party election broadcast to it for transmission shall have indemnified CHANCO COMMUNITY TV in respect of any claim that a third party may bring against it arising from the transmission of that political advertisement or party election broadcast.
- 3.10 At the end of the campaign period, the CHANCO COMMUNITY TV is required to provide detailed information about the electoral process up to the close of the poll and to offer a comprehensive election results at the earliest possible opportunity.

Specific provisions in respect of Party Election Broadcasts

- 4.1 CHANCO COMMUNITY TV shall—
- 4.1.1 make available, on daily basis throughout the election broadcast period time-slots of two (2) minutes each for the transmission of election broadcasts and shall do so in accordance with the sequence and timing prescribed by the Commission or the Authority in terms of clause 6 of this schedule. Provided that the Commission or the Authority shall be entitled to prescribe an increased number of daily time-slots for the transmission of election broadcasts;
- 4.1.2 ensure that all party election broadcasts transmitted by it are clearly identified as party election broadcasts.
- 4.1.3 ensure that all party election broadcasts transmitted by it are identified or announced in a similar manner both CHANCO COMMUNITY TV at their introduction and at their conclusion.
- 4.2 Party election broadcasts transmitted by CHANCO COMMUNITY TV shall be allocated equitable time duration not exceeding two minutes each.
- 4.3 CHANCO COMMUNITY TV shall not transmit a party election broadcast immediately before or after another party election broadcast or immediately before or after a political advertisement.
- 4.4 No party shall be obliged to use the air time allocated to it in terms of this Schedule for the transmission of party election broadcasts provided that—
- 4.4.1 any air-time allocated to it but not used by the party shall be forfeited;
- 4.4.2 if any party does not wish to use any air time allocated to it, such air time shall not be allocated to another party but shall be used by CHANCO COMMUNITY TV for the purpose of transmitting conventional programming or material.

5. Live Broadcasts

- 5.1 CHANCO COMMUNITY TV may provide live broadcasts of those events where the incumbent President is acting purely in his or her capacity as Head of State and any other candidate, presidential or otherwise inclusive of the incumbent state president, as applicable, on terms mutually agreeable between the said candidate and CHANCO COMMUNITY Television Station.
- 5.2 Broadcasts of the incumbent president pursuant to clause 5.1 hereinbefore require no balancing by the media. Provided that where presidential and other candidates' broadcasts carry campaign message(s), CHANCO COMMUNITY TV shall take steps to balance these messages with appropriate coverage of the campaigns of other candidates.
- 5.3 Balanced coverage shall also apply to any broadcast by a Minister (or government official) speaking in an official capacity that contains a clear campaign message on behalf of his or her political party.

Allocation of air-time in respect of party election broadcasts.

- 6.1 Air-time in respect of party election broadcasts, if any, shall be allocated by either the Commission or the Authority to the various parties contesting the Parliamentary and Presidential elections, Local Government Elections referenda and any other elections.
- 6.2 Party election broadcasts shall be recorded at professional studios and CHANCO COMMUNITY TV shall reserve the right to assess the technical, editorial and programme quality of such recorded material. CHANCO COMMUNITY TV shall not broadcast any material that fail to meet its required technical, editorial and programme standards.
- 6.3 Complete party election broadcasts ready for transmission shall be handed over to CHANCO COMMUNITY TV on . completion. CHANCO COMMUNITY TV shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.
- 6.4 Upon completion of nominations of electoral candidates, the Commission and the Authority in collaboration with CHANCO COMMUNITY TV shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.

7. Equitable treatment of political parties by the broadcasting licensee during election period.

- 7.1 During the official campaign period, CHANCO COMMUNITY TV shall afford reasonable opportunity for the discussion of conflicting views and shall treat all political parties equitably and fairly.
- 7.2 In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond thereto in such programme or without the view of such political party being reflected therein, CHANCO COMMUNITY TV shall be obliged to afford such political party a reasonable opportunity to respond thereto. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 7.3 CHANCO COMMUNITY TV shall transmit news or current affairs programming on elections in an impartial and objective manner.

8. Complaints

- 8.1. The Broadcasting Monitoring and Complaints Committee is hereby established and mandated to receive and investigate complaints about the Licensee from the public and any interested stakeholder(s) during elections.
- 8.2. The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Commission and the Chairperson of the Malawi Law Society.
- 8.3. The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.

- 1.1. Broadcast
- 1.2. CHANCO COMMUNITY TV may provide live broadcast of those events where the incumbent President is assuming presidential or gubernatorial office, or those events where the incumbent President is being sworn in as President of State and other candidates presidential or otherwise including the incumbent President, as applicable, on terms mutually agreeable between the said candidate and CHANCO COMMUNITY Television Station.
- 1.3. Broadcast of the incumbent President pursuant to clause 1.1.2. shall require no balancing by the media. CHANCO COMMUNITY TV shall take steps to balance these messages with appropriate coverage of the campaign of other candidates.
- 1.4. Balanced coverage shall also apply to any broadcast by a Minister (or Government official) speaking in an official capacity that contains a clear campaign message on behalf of his or her political party.

Allocation of air-time in respect of party election broadcasts

- 2.1. Air-time in respect of party election broadcasts, if any, shall be allocated by either the Commission or the Authority to the various parties contesting the Parliamentary and Presidential elections, Local Government elections, referenda and any other elections.
- 2.2. Party election broadcasts shall be recorded at professional studios and CHANCO COMMUNITY TV shall reserve the right to assess the technical, editorial and programme quality of such recorded material. CHANCO COMMUNITY TV shall not broadcast any material that fails to meet its required technical, editorial and programme standards.
- 2.3. Complete party election broadcasts ready for transmission shall be handed over to CHANCO COMMUNITY TV on completion. CHANCO COMMUNITY TV shall retain the final transmission copies thereof for evidence in case of any subsequent complaint.
- 2.4. Upon completion of nomination of electoral candidates, the Commission and the Authority in collaboration with CHANCO COMMUNITY TV shall determine the sequence in which party election broadcasts are to be transmitted throughout the entire election broadcast period.

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- 3.1. During the official campaign period, CHANCO COMMUNITY TV shall afford reasonable opportunity for the discussion or conflicting views and shall treat all political parties equitably and fairly.
- 3.2. In the event of any criticism against a political party being levelled in a particular programme without such party being afforded an opportunity to respond thereto in such programme or without the view of such political party being reflected therein, CHANCO COMMUNITY TV shall be obliged to afford such political party a reasonable opportunity to respond thereto. Provided that if such criticism is broadcast within 48 hours to the polling day, the said response shall also be broadcast within the same 48 hours to the polling day.
- 3.3. CHANCO COMMUNITY TV shall transmit news or current affairs programming on elections in an impartial and objective manner.

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- 4.1. The Broadcasting Monitoring and Complaints Committee is hereby established and mandated to receive and investigate complaints about the licensee from the public and any interested stakeholders during elections.
- 4.2. The Broadcasting Monitoring and Complaints Committee shall be composed of the Director General of the Authority, the Chairperson of the Media Committee from the Commission and the Chairperson of the Malawi Law Society.
- 4.3. The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.

GENERAL NOTICE NO. 96

**TERRESTIAL SERVICES (FEES SCHEDULE)**

#	TYPE	BASIS	ASSIGNMENT FEE (USD)	ANNUAL FEE (USD)
1	HF Voice Data	Frequency	534	267
2	SW Sound Broadcasting	Apparatus	534	267
3	MW Sound Broadcasting	Apparatus	534	267
4	VHF/UHF PMR Fixed Station	Apparatus	356	178
5	VHF/UHF Centralized Radio Alarm System	System	534	267
6	VHF/UHF PMR Vehicle Mobile Station	Apparatus	178	89
7	VHF/UHF PMR Handheld	Apparatus	89	44
8	VHF/UHF Private Trunking System	Apparatus	178	89
9	UHF PAMR Trunking Network	Frequency	890	445
10	VHF/UHF Radiotelephone Link	Frequency	890	445
11	FM Sound Broadcasting Mono	Apparatus	356	178
12	FM Sound Broadcasting Stereo	Apparatus	712	356
13	Public Paging	Frequency	356	178
14	Private Paging	Apparatus	178	89
15	VHF/UHF Television	Apparatus	1780	890
16	Cellular (GSM) Channel Pair (200 KHz)	Frequency	4000	4000
17	Amateur	Apparatus	41	20
18	Microwave Radio Link Tx	Frequency	356	178
19	Wireless Local Loop (25 KHz)	Frequency	534	267
20	Spread Spectrum	System	356	178
21	Aeronautical HF	Apparatus	534	267
22	Aeronautical VHF/UHF	Apparatus	178	89
23	Maritime	Apparatus	178	89
24	Cordless Telephone	Apparatus	41	20
25	Citizen Band	Apparatus	41	20
26	VSAT (Corporate)	Apparatus	5000	2500
27	VSAT (SOHO)	Apparatus	500	250
28	Broadband General Bands (1 MHz)	Frequency	1000	1000
29	CDMA Bands (10 MHz paired)	Frequency	200, 000	200,000
30	3G / UMTS / WCDMA Bands (5 MHz paired)	Frequency	259, 000	250,000
31	Mobile Broadband (4G) Bands (1 MHz)	Frequency	60, 000	60, 000
32	Broadband 1800 MHz Band	Frequency	2000	2000

Terrestrial Services (Fees Schedule)

CONDITIONS FOR USE

The Authority shall allocate spectrum subject to full payment of the applicable radio (spectrum) licence fees by the licensee.

Spectrum Fees shall be non refundable once the requisite spectrum has been assigned.

A radio licence issued by the Authority shall be valid for a period of one (1) year and shall be due for renewal on or before the anniversary date of the licence.

A licensee shall make a written application for renewal of its radio licence one month before the expiry of its radio licence.

The Authority shall renew a spectrum licence subject to technical verification of appropriate spectrum utilization during its licence year.

Any radio licence shall automatically be revoked if the licensee does not put the licensed spectrum to use within the licence period.

The Authority reserves the right not to renew any radio (spectrum) licence if the licensee is in breach of any licence condition.

Failure by a licensee to pay the appropriate spectrum fees constitutes an offence entitling the Authority to withdraw the assigned spectrum from the licensee.

The Authority reserves the right to review spectrum fees as and when necessary subject to applicable Regulations.

A radio licence issued by the Authority shall confer on the Licensee rights of use as opposed to proprietary rights and the Authority may re allocate or reassign the frequencies in line or in conformity with International standards subject to applicable Regulations.

A Spectrum licensee or user shall not use any frequencies other than those assigned or for the purposes assigned to them by the Authority, and any contravention of this provision shall be an offence entitling the Authority to take any appropriate action deemed necessary under the Act or appropriate Regulations.

The Authority shall in addition to any other appropriate regulatory sanction under the Act or appropriate Regulations, require any person found guilty of any illegal usage of a radio licence or radio frequencies to pay a monetary penalty of 100% of the normal annual applicable fees per frequency unit.

Terrestrial Services (Fees Schedule)