MACRA: Notices of Radios and Television Licences awarded to—

- Trans-World Radio                  231-243
- CFC Radio.                         245-257
- Living Waters Church Radio         259-271
- MIJ Radio.                         273-285
- Radio Maria.                       287-299
- Radio Tigabane.                    301-313
- Radio Alinafe.                     315-329
- Calvary Family Television.         331-345
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MALAWI COMMUNICATIONS REGULATORY AUTHORITY

COMMUNITY OF INTEREST NATIONAL SOUND BROADCASTING SERVICE LICENCE

This is to certify that

TRANS-WORLD RADIO 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$2500.00 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

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

Broadcasting Licence for Trans-World Radio Malawi
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.

*Broadcasting Licence for Trans-World Radio Malawi*
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.

Broadcasting Licence for Trans-World Radio Malawi
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 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 mere 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
(c) Telephone number
(d) Facsimile number
(e) E-mail address

P.O Box 52, Lilongwe.

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.

Broadcasting Licence for Trans-World Radio Malawi
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

Broadcasting Licence for Trans-World Radio Malawi
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 Licencee.

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

Broadcasting Licence for Trans-World Radio Malawi
SCHEDULE 1

LICENSE 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.

Broadcasting Licence for Trans-World Radio Malawi
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

Broadcasting Licence for Trans-World Radio Malawi
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.


2.6 “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 there to 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

Broadcasting Licence for Trans-World Radio Malawi
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.

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Broadcasting Licence for Trans-World Radio Malawi
GENERAL NOTICE NO. 86
Reference: B-COI-S-23

MACRA

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

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

Broadcasting Licence for CFC Radio
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.

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Broadcasting Licence for CFC Radio
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.

Broadcasting Licence for CFC Radio
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.

Broadcasting Licence for CFC Radio
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 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 licensees 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 licensees 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 licensees 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—

Broadcasting Licence for CFC Radio
23RD NOVEMBER, 2012

THE MALAWI GOVERNMENT GAZETTE

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

MACRA
Postal
Private
+265
+265
28.3
27.4
27.3
27.2
27.1
26.3
26.2

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

(b) Postal address:
Private Bag 261
Blantyre, MALAWI
(c) Telephone number:
+265 (0) 1 883 611
(d) Facsimile number:
+265 (0) 1 883 890
(e) 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 Licence 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 Licencee.

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

Broadcasting Licence for CFC Radio
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—

1. (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—

1. (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 hereeto. 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
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.
   2.6 “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) (f) 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...

Broadcasting Licence for CFC Radio
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:

Broadcasting Licence for CFC Radio
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.
General Notice No. 87
Reference: B-B-COI-S-24

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 Kwalaine
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
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 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.

Broadcasting Licence for LWC Radio Station
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.

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Broadcasting Licence for LWC Radio Station
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 thereunder.

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 theforegoing, 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 hereeto **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 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:

Broadcasting Licence for LWC Radio Station
(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
(b) Postal address: Private Bag 261
    Blantyre, MALAWI
(c) Telephone number: +265 (0) 1 883 611
(d) Facsimile number: +265 (0) 1 883 890
(e) E-mail address: dg-macro@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 License 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.

Broadcasting Licence for LWC Radio Station
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 Licencee.

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

Broadcasting Licence for LWC Radio Station
License

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.

Broadcasting Licence for LWC Radio Station
SCHEDULE-2

TECHNICAL PARAMETERS

Licensee : LIVING WATERS CHURCH

Station Name : LWC RADIO

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.

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.

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.

The transmitting station or stations of the Licensee shall at all times be operated and maintained by suitably qualified, experienced and competent persons.

The Licensee's coverage area shall be the whole Republic.

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.

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.

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

Broadcasting Licence for LWC Radio Station
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.
   2.6 "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

Broadcasting Licence for LWC Radio 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 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.

Broadcasting Licence for LWC Radio Station
4.2 Party election broadcast transmitted by LWC RADIO shall be allocated equitable time duration not exceeding 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.

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Broadcasting Licence for LWC Radio Station
MALAWI COMMUNICATIONS REGULATORY AUTHORITY
PRIVATE SOUND BROADCASTING SERVICE LICENCE

This is to certify that

MIJ RADIO

of: PO 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.

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

Broadcasting Licence for MIJ Broadcasting Station
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.

Broadcasting Licence for MIJ Broadcasting Station
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 license 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.

Broadcasting Licence for MJJ Broadcasting Station
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.

Broadcasting Licence for MIJ Broadcasting Station
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 here to mutatis mutandis.

Broadcasting Licence for MIJ Broadcasting Station
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 six 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 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.

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;

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

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
Blantyre, MALAWI
(b) Postal address: Private Bag 261
Blantyre, MALAWI
(c) Telephone number : +265 (0) 1 883 611
(d) Facsimile number : +265 (0) 1 883 890
(e) 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,

Broadcasting Licence for MIJ Broadcasting Station
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 Licence 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”.

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CHARLES NSALIWA
Director General
Signed for and on behalf of the Authority

Broadcasting Licence for MIJ Broadcasting Station
SCHEDULE 1

LICENSE 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.

Broadcasting Licence for MIJ Broadcasting Station
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.


2.6 “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—

Broadcasting Licence for MIJ Broadcasting Station
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 born 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:

Broadcasting Licence for MIJ Broadcasting Station
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 licence 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.
GENERAL NOTICE NO. 89
Reference: B-COI-S- 26

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 KWWATAINE
Chairman

This Licence is issued subject to the terms and conditions hereeto, 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
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

Broadcasting Licence for Radio Maria
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

Broadcasting Licence for Radio Maria
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

Broadcasting Licence for Radio Maria
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) (a) 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 :
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
    Blantyre, MALAWI

(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@mcrac.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 relation to this Licence shall, if not settled amicably on the written request of either party be referred to arbitration accordance with the Arbitration Act.

Broadcasting Licence for Radio Maria
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 Licence 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 Licencee.

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
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.

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.

Broadcasting Licence for Radio Maria
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
LICENCED 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.
   2.6 “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 transmitted;

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 quitable 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:

Broadcasting Licence for Radio Maria
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.
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.

Broadcasting Licence for Radio Tigabane
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 motu 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 : 
P.O Box 631 Lilongwe, Malawi.

(b) Postal address :

(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—

Broadcasting Licence for Radio Tigabone
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.

Broadcasting Licence for Radio Tigabane
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 Licencee.

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 "Gographical Community Television Broadcasting Service Licence".

CHARLES NSALIWA
Director General
Signed for and on behalf of the Authority

Broadcasting Licence for Radio Tigabane
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.

Broadcasting Licence for Radio Tigabane
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.


2.6 "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.

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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.

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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.

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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.

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Broadcasting Licence for Radio Tigabane
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.

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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 195 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.

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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.
No part of this Plan, or any other Plan, shall be altered or amended by any action of the Commission or the Authority, whether by way of interpretation, by judicial decision, or by any form of administrative or other action.

Altering the Plan in any material respect is not subject to the provisions of the Plan. The Plan shall not be amended by any action of the Commission or the Authority.

A. The Plan shall not be altered or amended in any material respect. The Plan shall not be amended by the Commission or the Authority.

B. No part of the Plan shall be altered or amended by any action of the Commission or the Authority.

C. The Plan shall not be altered or amended in any material respect.

D. No part of the Plan shall be altered or amended by any action of the Commission or the Authority.

E. The Plan shall not be altered or amended by any action of the Commission or the Authority.

F. No part of the Plan shall be altered or amended by any action of the Commission or the Authority.

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Y. The Plan shall not be altered or amended by any action of the Commission or the Authority.

Z. No part of the Plan shall be altered or amended by any action of the Commission or the Authority.

The Plan shall not be altered or amended by any action of the Commission or the Authority.
GENERAL NOTICE NO. 91

Reference: B-COI-S-28

MALAWI COMMUNICATIONS REGULATORY AUTHORITY

COMMUNITY OF INTEREST (REGIONAL) SOUND BROADCASTING SERVICE LICENCE

This is to certify that

RADIO ALINAFE

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, subject to the Licensee’s compliance with all Terms and Conditions of the Licence and Communications Act. The licence fees payable by the Licencee 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

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

Broadcasting Licence for Radio Alinafe
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 juncture, 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 or body 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. **Finance**

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.

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Broadcasting Licence for Radio Alinafe
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.

Broadcasting Licence for Radio Alinafe
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 mto" shall not attract any Licence amendment fees.
16.7 All outstanding licence fees shall be payable within three (3) months from the anniversally 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 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 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 : P.O Box 631, Lilongwe.
(b) Postal address : 
(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
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

Broadcasting Licence for Radio Alinafe
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).

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Broadcasting Licence for Radio Alinase
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

LICENSE 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.

Broadcasting Licence for Radio Alinafe
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

Broadcasting Licence for Radio Alinafe
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 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 a 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 regulati
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 Law Society.

8.3 The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.
23RD NOVEMBER, 2012

THE MALAWI GOVERNMENT GAZETTE

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

MARITA 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
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

Broadcasting Licence for CFC Television Station Limited
the prior written authorisation of the Authority, stop broadcasts subject to such terms and conditions as the Authority may reasonably impose.

Ownership And Control.

1.1 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.

1.2 This Licence is not transferable.

1.3 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.

1.4 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.

1.5 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.

1.6 The Licensee shall provide the Authority with a certified copy of its controlling entity’s constitution, deed of trust or other founding documents.

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,

\textit{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 thereunder.

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.

\textit{Broadcasting Licence for CFC Television Station Limited}
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.

Broadcasting Licence for CFC Television Station Limited
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: MACRA House
    Salmin Amour Road
(b) Postal address: Private Bag 261
    Blantyre, MALAWI
(c) Telephone number: +265 (0) 1 883 611
(d) Facsimile number: +265 (0) 1 883 890
(e) Cell number: 
(f) E-mail address: dg-macra@macra.org.mw

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 to 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
(b) Postal address: Private Bag 261
    Blantyre, MALAWI
(c) Telephone number: +265 (0) 1 883 611
(d) Facsimile number: +265 (0) 1 883 890
(e) Cell number: 
(f) 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

Broadcasting Licence for CFC Television Station Limited
34.5 The fee payable in respect of any renewal of the Licence shall be as agreed between the authority and the Licencsee.

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

Broadcasting Licence for CFC Television Station Limited
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
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 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) (f) 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 regulations.

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 shall, within 48 hours of such rejection or refusal, furnish the party applicant in writing the reasons for such rejection or refusal, whichever applies.

3.6 Any party whose party election broadcast has been rejected shall have the right to request 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 have the right to request the matter to the Authority.
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 partisan 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 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 th Authority, the Chairperson of the Media Committee from the Commission and the Chairperson of the Malawi La Society.

8.3. The Broadcasting Monitoring and Complaints Committee shall determine its rules and procedures.
GENERAL NOTICE No. 93

Reference: B-PRV-30

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 it 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.

Broadcasting Licence for JOY Television Station Limited
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 Licencee 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 Licencee 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.

*Broadcasting Licence for JOY Television Station Limited*
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

Broadcasting Licence for JOY TV Station Limited
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 anniversally 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.

Broadcasting Licence for JOY Television Station Limited
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*

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*Broadcasting Licence for JOY Television Station Limited*
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.

Broadcasting Licence for JOY Television Station Limited
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.

Broadcasting Licence for JOY Television Station Limited
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 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) (e) 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 transmitted;

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.

Broadcasting Licence for JOY TV Station Limited
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.
23RD NOVEMBER, 2012 THE MALAWI GOVERNMENT GAZETTE

GENERAL NOTICE No. 94

Reference: B-GC-13

MACRA

MALAWI COMMUNICATIONS REGULATORY AUTHORITY

GEORGOPHICAL 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

MARSHA 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 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;
(xii) “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;

Broadcasting Licence for CHANCO Community Radio Station
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 independency 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.

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*Broadcasting Licence for CHANCO Community Radio Station*
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.

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Broadcasting Licence for CHANCO Community Radio Station
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.

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.

*Broadcasting Licence for CHANCO Community Radio Station*
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 herof.

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 herof 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.

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Broadcasting Licence for CHANCO Community Radio Station
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 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 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.

Broadcasting Licence for CHANCO Community Radio Station
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

Broadcasting Licence for CHANCO Community Radio Station
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.

*Broadcasting Licence for CHANCO Community Radio Station*
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.

Broadcasting Licence for CHANCO Community Radio Station
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.

"Electoral 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 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.

Broadcasting Licence for CHANCO Community Radio Station
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 transmitted.

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 Mazziko 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.

Broadcasting Licence for CHANCO Community Radio Station
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.
23RD NOVEMBER, 2012

THE MALAWI GOVERNMENT GAZETTE

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 outstanding 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
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 Licence for CHANCO Community Television Station
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 Licencee 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.

Broadcasting Licence for CHANCO Community Television Station
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.

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**Broadcasting Licence for CHANCO Community Television Station**
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 Licensee 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 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) (a) 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
(b) Postal address: Private Bag 261
   Blantyre. MALAWI
(c) Telephone number: +265 (0) 1 883 611
(d) Facsimile number: +265 (0) 1 883 890
(e) 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

Broadcasting Licence for CHANCO Community Television Station
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.

Broadcasting Licence for CHANCO Community Television Station
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.

Broadcasting Licence for CHANCO Community Television Station
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

Broadcasting Licence for CHANCO Community Television Station
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 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) (j) 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.

Broadcasting Licence for CHANCO Community Television Station
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 hereinafore 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 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 _______. 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.

### 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.

### 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.
## Terrestrial Services (Fees Schedule)

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<td>VHF/UHF PMR Vehicle Mobile Station</td>
<td>Apparatus</td>
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<td>VHF/UHF PMR Handheld</td>
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<td>VHF/UHF Private Trunking System</td>
<td>Apparatus</td>
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<td>9</td>
<td>UHF PAMR Trunking Network</td>
<td>Frequency</td>
<td>890</td>
<td>445</td>
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<tr>
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<td>VHF/UHF Radiotelephone Link</td>
<td>Frequency</td>
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<td>445</td>
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<td>11</td>
<td>FM Sound Broadcasting Mono</td>
<td>Apparatus</td>
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<td>12</td>
<td>FM Sound Broadcasting Stereo</td>
<td>Apparatus</td>
<td>712</td>
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<td>13</td>
<td>Public Paging</td>
<td>Frequency</td>
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<td>178</td>
</tr>
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<td>14</td>
<td>Private Paging</td>
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<td>VHF/UHF Television</td>
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<td>Cellular (GSM) Channel Pair (200 KHz)</td>
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<td>4000</td>
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<td>17</td>
<td>Amateur</td>
<td>Apparatus</td>
<td>41</td>
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<td>18</td>
<td>Microwave Radio Link Tx</td>
<td>Frequency</td>
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<tr>
<td>19</td>
<td>Wireless Local Loop (25 KHz)</td>
<td>Frequency</td>
<td>534</td>
<td>267</td>
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<td>20</td>
<td>Spread Spectrum</td>
<td>System</td>
<td>356</td>
<td>178</td>
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<td>Aeronautical HF</td>
<td>Apparatus</td>
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<td>Aeronautical VHF/UHF</td>
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<td>Maritime</td>
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<td>Citizen Band</td>
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<td>VSAT (Corporate)</td>
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<td>VSAT (SOHO)</td>
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<td>28</td>
<td>Broadband General Bands (1 MHz)</td>
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<tr>
<td>29</td>
<td>CDMA Bands (10 MHz paired)</td>
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<td>30</td>
<td>3G / UMTS / WCDMA Bands (5 MHz paired)</td>
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<td>Mobile Broadband (4G) Bands (1 MHz)</td>
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<td>32</td>
<td>Broadband 1800 MHz Band</td>
<td>Frequency</td>
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CONDITIONS FOR USE

The Authority shall allocate spectrum subject to full payment of the applicable radio (spectrum) licence fees by the licensee.

The spectrum fees shall be non-refundable once the requisite spectrum has been assigned.

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.

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 the 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 reallocate 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 license or radio frequencies to pay a monitory penalty of 00% of the normal annual applicable fees per frequency unit.