

LICENCE

**GRANTED BY THE MINISTER
UNDER THE
TELECOMMUNICATIONS ACT No-- of 200-**

TO

[BROADCAST LICENSEE]

FOR THE

ESTABLISHMENT AND OPERATION

OF A

AM RADIO BROADCAST NETWORK

IN

[ECTEL Member State]

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TELECOMMUNICATIONS BROADCAST LICENCE

THE MINISTER in accordance with the Telecommunications Act No - of 200-, and acting upon the recommendation of ECTEL, hereby grants this Licence to [BROADCAST LICENSEE] (hereinafter referred to as the Licensee) to establish and operate a Broadcast Network and/or Services within [ECTEL Member State] and to do all or any of the acts specified herein.

PART I - LICENCE

1. LICENCE

- 1.1 This licence shall be known as the [Broadcast Licensee] Broadcast Network and Services Licence 200-.

2. INTERPRETATION

- 2.1 In this Licence:

“**Act**” means the Telecommunications Act 200- and regulations made thereunder;

“**Affiliate**” means, in relation to this Licensee, any body corporate that is a subsidiary of this Licensee or if this Licensee and another body corporate are subsidiaries of the same body corporate or if each of them is controlled by the same person; and if the Licensee and another body corporate are affiliated with the same body corporate at the same time, they are affiliated with each other.

“**Annex**” means one or more attachments to this Licence, all of which constitutes a part of and is unique to this Licence.

“**Annual Licence Fee**” means the fee payable by the Licensee to the Commission on each anniversary of the Effective Date;

“**Authorised Frequency**” means the radio frequency that the Licensee is authorized to use pursuant to its frequency authorization issued under the Act.

“**Broadcasting Services**” means either sound broadcasting or television broadcasting or both and includes subscriber television services;

“**Commission**” means the Commission established under the Telecommunications Act;

“**Control**” means the Licensee is controlled by a person if any shares of the Licensee carrying voting rights sufficient to elect the majority of the directors of the Licensee are, except by security only, held, directly or indirectly, by or on behalf of that person;

“**Coverage Obligations**” means the geographical coverage obligations to provide the Licensed Services according to the geographical coverage set out in **Annex B** to this Licence;

“**Effective Date**” means [DATE OF LICENCE]

“**Government**” means the Government of the [ECTEL Member State];

“**Licence**” means this Licence together with the Annexes;

“**Licence Term**” means five (5) years from the Effective Date

“**Licensed Area**” means the territory of ECTEL Member State;

“**Licensed Networks**” means those networks detailed in **Annex A**;

“**Licensee**” means [Broadcast Licensee];

“**Order**” means an order issued by the Minister under the Act;

“**Quality of Service Obligations**” means the quality of service obligations set out in an Annex to this licence;

“**Regional Spectrum Management Plan**” means the Spectrum Plan to be developed by ECTEL in accordance with the Regulations;

“**Regulations**” means regulations issued by the Minister pursuant to Section [-] of the Act;

“**Renewal Fee**” means a fee payable by the Licensee to the Commission on the renewal of this Licence;

“**Technical Standards**” means those principles and protocols established by the Commission including those in **Annex D**.

“**Universal Service Obligation**” means the obligation to provide Universal Service as set out in Part II, Condition 3.1 of this Licence and **Annex C**;

2.2 Any word, phrase or expression used in the Licence shall, unless the context requires otherwise, have the same meaning as it has in the Act.

2.3 Words importing the singular shall include the plural and vice versa.

3. SCOPE

- 3.1 The Licensee is hereby authorized to establish and operate the Licensed Networks to provide the broadcast services to any Person within the Licensed Area provided that such network is in compliance with all applicable laws and regulations, and in particular the Telecommunications (Terminal Equipment) Regulations.
- 3.2 This License is non-exclusive and is not intended to convey proprietary rights.

4. PRECONDITION

- 4.1 The rights of the Licensee set out herein shall not take effect until the Licensee shall have paid the fees as prescribed in the Act.

5. DURATION AND RENEWAL

- 5.1 This Licence is granted on the Effective Date for a period of five (5) years.
- 5.2 The Minister shall renew the Licence upon request by the Licensee for an additional period of five (5) years by the Minister upon expiration of the Licence Term provided none of the provisions of section [-] of the Act would cause the Minister to refuse a request for renewal.
- 5.3 Where a Licensee wishes to renew the Licence, it shall apply to the Minister in writing one year prior to the expiry date of the Licence or at a later date if the Minister so determines.
- 5.4 On granting a renewal of the Licence the Minister may vary the terms of the Licence; if the conditions then prevailing require such variation and it is reasonable to do so.
- 5.5 The provisions of section [-] of the Act relating to suspension, revocation, etc shall apply mutatis mutandis to the renewal of a Licence.
- 5.6 Renewal of the Licence shall not take effect until the Licensee has paid the Renewal Fee and any other fees owed under the Licence.

6. ASSIGNMENT

- 6.1 The Licensee shall not assign or otherwise transfer this Licence or any of its rights or obligations under this Licence without the prior written consent of the Minister, subject to clause 6.2 below.

- 6.2 The prior written consent of the Minister shall not be required by the Licensee where the assignment or transfer results from an internal reorganization of a body corporate that involves no change in the beneficial ownership thereof. The Licensee shall give prior notification to the Minister of the nature and extent of such assignment or transfer.

7. MODIFICATION, SUSPENSION AND REVOCATION

- 7.1 This Licence shall be subject to modification, variation, suspension and revocation in accordance with sections [-] and [-] of the Act.
- 7.2 In deciding whether to agree to an amendment proposed by the Licensee, the Minister shall give due consideration to any submissions received from the Licensee and other interested parties in relation to the proposed amendment.
- 7.3 If after twelve [12] months of the date of issuance of this licence the Licensee does not commence operations leading to the provision of the licensed services for which this licence has been granted, then the Licensee shall forfeit this licence. Upon forfeiture, there shall be no refund of any fees or any other payment that have been paid in respect of this licence.

PART II - LICENCE CONDITIONS

1. LICENCE FEES AND MONEYS OWED

- 1.1 The Licensee shall pay all fees prescribed under the Act.
- 1.2 If the Licensee owes the prescribed fees payable in respect of this Licence, the Licensee shall be in breach of this Licence.

2. NETWORK BUILD OUT AND EMERGENCIES

- 2.1 The Licensee shall comply with the Geographical Coverage Obligations as outlined in **Annex C**.
- 2.2 The Licensee shall provide access to emergency services by means of the Licensed Networks.
- 2.3 In the event of hurricanes, earthquakes, floods and similar emergencies, the Minister may require the Licensee to provide free of charge to Government or to such Institutions or persons as the Minister may identify, such Telecommunications Services as the Minister reasonably determines are necessary in the public interest, provided that if the emergency extends beyond

thirty (30) days, the Government will compensate the Licensee for any days in excess of thirty (30) days.

3. UNIVERSAL SERVICE

- 3.1 The Licensee shall fulfill the Universal Service Obligations pursuant to section [-] of the Act.
- 3.2 The Licensee shall make and receive payments into and from the Universal Service Fund in accordance with the Act or Orders issued by the Minister pursuant to Section [-] of the Act.

4. LICENSEE'S OBLIGATIONS TO CUSTOMERS

- 4.1 The Licensee agrees that after consultation appropriate Quality of Service Obligations shall be included as an Annex to this licence.
- 4.2 The Licensee shall meet those Quality of Service Obligations and a repeated failure to comply with a Commission's directive to meet such quality of service obligations shall be regarded as a breach of this Licence.

5 TECHNICAL STANDARDS

The Licensee shall develop and operate the Licensed Networks in accordance with the technical standards outlined in **Annex E**.

6. FREQUENCY

- 6.1 Nothing in this Licence empowers the Licensee to use spectrum that has not been granted in accordance with the Act.
- 6.3 The Licensee shall use the Authorised Frequency in accordance with the Regional Spectrum Management Plan and only for the purposes of providing the Licensed Services.

7. NON-DISCRIMINATION AND FAIR TRADING

- 7.1 The Licensed Networks shall be established and operated, and the Licensed Services shall be provided, by the Licensee on an arm's length commercial basis with respect to all Affiliates of the Licensee.

- 7.2 The Licensee shall not engage in any activities, whether by act or omission, which have, or are intended to or likely to have, the effect of unfairly preventing, restricting or distorting competition in relation to the Licensed Services.

8. INFORMATION REQUIREMENTS

- 8.1 The Licensee shall provide the Minister, the Commission and ECTEL with any relevant agreements (including agreements with any Affiliates of the Licensee) and such relevant accounting, financial, costs, technical and other information (including but not limited to a complete audited financial report) reasonably required to enable the Minister, the Commission and ECTEL to carry out their functions under the Act in such manner and at such times that the Minister, the Commission and ECTEL may request.

9. PRIVACY AND CONFIDENTIALITY

- 9.1 The Licensee shall ensure the privacy and confidentiality of information and business secrets obtained in the course of its business from any Person to whom it provides Licensed Services by establishing and implementing procedures for maintaining confidentiality of such information as set out in the Act.

10. PRE-NOTIFICATION OF CHANGES IN SHAREHOLDING

- 10.1 The Licensee shall notify the Minister of any acquisition of shares or change in shareholding of the Licensee, by reason of that acquisition or change, the total number of shares held by any nominee or trustee for that Person, immediately after the change or acquisition exceeds 25 per cent of the total number of shares in the Licensee (where such shareholding did not already exceed 25 per cent prior to that change or acquisition).
- 10.2 The Licensee shall notify the Minister in writing thirty (30) days prior to the taking effect of such change or acquisition stated above.
- 10.3 Upon receipt of such information the Minister may vary, suspend or revoke such licence pursuant to sections [-] and [-] of the Act.

11. RIGHTS OF ACCESS

- 11.1 Subject to the provisions of section [-], the Licensee shall have the rights of access that are necessary to permit the installation and maintenance of the Licensed Networks on public rights-of-way, in public buildings and other public property, and in respect of similar works necessary for the provision of the Licensed Services.

- 11.2 In the course of constructing or maintaining any Licensed Network of the Licensee, the Licensee may, by its officers or agents duly authorized in writing and on production of the authority, cut or remove from any street, high-way or land, any tree or branch or other parts of a tree, tending to interfere with, endanger, or otherwise prejudicially affect such Licensed Networks. In exercising this right, no person shall enter any land without the consent of the owner or occupier until after the expiration of fifteen days notice in writing given to the owner of occupier or posted up conspicuously upon the property.
- 11.3 If such owner or occupier, within seven days from the service or posting up of such notice gives written objection thereto, the Licensee may not enter upon the private land in question without first having obtained the necessary Court Order.
- 10.1 Where any condition exists which is dangerous and relates to the provision of the licensed services by the Licensee, the Licensee may immediately enter upon Land and take whatever reasonable action is necessary and expedient to establish safe conditions thereon.
- 10.2 Where the Licensee takes action under Condition 10.4 above, the Licensee must within three (3) days thereof, inform the owner or occupier of the land in question (either by service of a written notice on him or by posting up conspicuously a notice on such land) of the action taken.
- 10.3 In the exercise of any powers under this Clause, the Licensee shall cause as little inconvenience or damage as is reasonably practicable and the Licensee is liable to pay compensation to any person who suffers damage to his property in consequence of the exercise of such powers by the Licensee. For the avoidance of doubt, this Condition shall also apply to public lands, public buildings and other public property.

11. FORCE MAJEURE

- 11.1 Force Majeure refers to an event or accident which is beyond the control of the Licensee and includes:
- (a) acts of God, action by or against enemies of the State, riot or civil commotion;
 - (b) strikes, lock-outs and other industrial disturbances;
 - (c) wars, blockades or insurrection;
 - (d) earthquake, hurricane, flood, fire or explosion or other such disaster;
 - (e) outbreak of pestilence or epidemics;
 - (f) government rationing of electricity or other wartime or emergency controls imposed by Government;
 - (g) embargoes or trade restrictions;

11.2 The Licensee shall not be in breach of this Licence if and to the extent that it is prevented from fulfilling its obligations be reason of Force Majeure.

12 COMPLIANCE

12.1 The Licensee shall comply with all applicable Acts, Regulations, Directions, Orders and Recommendations, including but not limited to the Act and shall comply with the Directions, Orders and Recommendations issued by the Minister and the Commission.

Signed by

.....
Minister of Telecommunications

ANNEX A

LICENSED NETWORKS

1. The Licensee is authorized pursuant to this Licence to establish, own and operate all telecommunications facilities necessary for the transmission of Broadcast telecommunications services whether:
 - (a) using wireline or wireless technology, or any combination thereof, provided that network is used to provide broadcast audio programming;
 - (b) reception or retransmission from satellite networks; or
 - (c) used in conjunction with other multi-media services

2. In this context, the term “transmission” relates to the infrastructure for the transport of signals intended for the production of broadcast audio or television programming.

For the avoidance of doubt, nothing in this Licence grants a person the rights to own or operate any telecommunications facilities used for the provision of a any other telecommunication service that have not been granted in accordance with the Act or any other legislation.

ANNEX B

GEOGRAPHICAL COVERAGE OBLIGATIONS

1. The Licensee shall provide a geographical coverage of at least **[95%]** of **[Member State]**
2. The Licensee shall provide a geographical coverage of at least **[92%]** across ECTEL Member State with a quality of service as determined by the Commission with the requisite power levels to ensure non-interference reception by customers in the designated area. For greater certainty, detailed technical specifications are provided in Annex D.

ANNEX C
UNIVERSAL SERVICE OBLIGATION

ANNEX D

Technical Standards for Signal Transmission and Reception

BROADCASTING STANDARDS

AM STANDARDS

GENERAL

- 1.0 The standards contained in this document are the conditions necessary for the establishment of sound broadcasting in the Medium Wave (AM) band and in addition for the issuance of a Type Approval Certification for AM transmitters.
- 1.1 Type Approval Certification will be issued in accordance with accepted international standards that the equipment has met or test carried by the applicant and certified by a professional engineer**.
- 1.2 The Authority reserves the right to require adjustments to be made to the equipment should it cause interference notwithstanding having been certified previously.
- 1.3 The assignment of a broadcast channel is made in conformity with the Americas Regional Plan, RJ81.

2.0 DEFINITION

2.1 AM broadcast channel

The band of frequencies occupied by the carrier and the upper and lower sidebands of an AM broadcast signal with the carrier frequency at the centre. Channels are designated by their assigned carrier frequencies. The 117 carrier frequencies assigned to AM broadcast stations begin at 540 kHz and progress in 10 kHz steps to 1700 kHz.

2.3 Class A Station.

A Class A station is an unlimited time station (that is, it can broadcast 24 hours per day) that operates on a clear channel. The operating power shall not be less than 10 kilowatts (kW) or more than 50 kW.

2.4 Class B Station.

A Class B station is an unlimited time station. Class B stations are authorized to operate with a minimum power of 0.250 kW (250 watts) and a maximum power of 50 kW. (If a Class B station operates with less than 0.250 kW, the RMS must be equal to or greater than 141 mV/m at 1 km for the actual power.) If the station is authorized to operate in the expanded band (1610 to 1700 kHz), the maximum power is 10 kW.

2.5 Class C Station.

A Class C station is an unlimited time station that operates on a local channel. The power shall not be less than 0.25 kW nor more than 1 kW. Class C stations that are licensed to operate with 0.100 kW may continue to operate as licensed.

2.6 Class D Station.

A Class D station operates either daytime, limited time, or unlimited time with a nighttime power less than 0.250 kW and an equivalent RMS antenna field less than 141 mV/m at 1 km for the actual power. Class D stations shall operate with *daytime* powers not less than 0.250 kW nor more than 50 kW. NOTE: If a station is an existing daytime-only station, its class will be Class D.

2.0 MINIMUM ANTENNA HEIGHT

3.1 For stations providing primary service the minimum antenna height must ensure a field strength of 282mV/m @ 1Km for 1KW station.

3.2 Ground wave signal strength required to provide primary service shall be maintained at 2 mV/m for communities with population > 2500. For population < 2500 the signal strength shall be maintained at a level of 0.5mV/m or less.

4.0 GROUND SYSTEM

4.1 Ground system shall consist of buried radial wires at least 0.25λ in length evenly spaced and should be not be less than 90 but ideally 120 at 0.35λ to 0.4λ in length.

3.0 FENCING REQUIREMENT

4.1 Antenna towers having radio frequency potential at the base must be enclosed within effective locked fences or other enclosure.

4.2 Ready access must be provided to each antenna tower base for meter reading and maintenance purposes at all times.