



INFORMATION AND COMMUNICATION TECHNOLOGIES AUTHORITY (ICTA)

1st Floor Jade House Cnr Jummah Mosque & Remy Ollier Streets Port Louis Mauritius
Tel.: (230) 217 2222 Fax: (230) 217 7777 email: icta@intnet.mu

**LICENCE ISSUED UNDER SECTION 24 OF
THE INFORMATION AND COMMUNICATION TECHNOLOGIES ACT 2001 (AS AMENDED)**

Licence No. PVT/2004/XXX

The Information and Communication Technologies Authority, in exercise of the powers conferred upon it under Section 24 of the Information and Communication Technologies Act 2001 (as amended) and of all other powers exercisable by this Authority for that purpose, hereby grants a

**PRIVATE NETWORK LICENCE – PVT Licence [as per the
Information and Communication Technologies (Amendment of Schedule)
Regulations 2003]**

to

XXXXXXX

(Registrar of Companies file no. XXXX)

having its registered office at XXXXX, XXXXX, XXXXX to establish, install, operate and maintain, a Private Network for internal communications within the organisation or corporate entity only, subject to the terms and conditions set out in the Licence.

Effective Date: XX XXX XXXX

Validity Period: 15 years (from Effective Date)

Issued by the Information and Communication Technologies Authority on the XXth day of XXX in the year 2004 in two originals.

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Executive Director

Information and Communication Technologies Authority

INFORMATION AND COMMUNICATION TECHNOLOGIES AUTHORITY

LICENCE

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INFORMATION AND COMMUNICATION TECHNOLOGIES AUTHORITY

PRIVATE NETWORK LICENCE – PVT

Terms and Conditions

1. Definitions; Interpretation

1.1 The following terms shall have the meanings set forth below:

- (a) “Access Provider” means a licensed local PSTN and/or PLMN Service provider which has direct access with the Subscribers;
- (b) “Act” means the Information and Communication Technologies Act 2001 as amended;
- (c) “Authority” means the Information and Communication Technologies Authority established under section 4 of the Act;
- (d) “Bandwidth” means the width of the frequency band in the electromagnetic spectrum which is just sufficient to ensure the transmission of information at the rate, and with the quality required, under specified conditions set out in the Licence;
- (e) “Effective Date” means - XXXXXX;
- (f) “Information” means data, text, images, sounds, codes, computer programmes, software, databases or the like;
- (g) “Information and communication network” means a network for the transmission of messages and includes a telecommunication network;
- (h) “Information and Communication Service” means any Service involving the use of information and communication technologies including any telecommunication Service;
- (i) “Information and Communication Technologies” means technologies employed in collecting, generating, storing, using or sending out information including those involving the use of computers or any telecommunication system;

- (j) “Interconnection” means the linking up of two information and communication networks, including telecommunication networks, so that users of either network may communicate with users of, or utilise Services provided by means of, the other network or any other information and communications network including telecommunication network;
- (k) “Licence” means this Licence and includes the Terms and conditions and any Annex thereto;
- (l) “Licensee” means the person/body/company to whom the Licence is granted;
- (m) “Network” means a communication transmission system that provides interconnection among a number of local or remote devices;
- (n) “PLMN” refers to Public Land Mobile Network;
- (o) “Private Network” means a private telecommunication network set up for the internal communication within the organisation or corporate entity only;
- (p) “PSTN” (Public Switched [fixed] Telephone Network) means a Telecommunication Network which is used, in whole or in part, to provide Telecommunication Service, to the public, between stationary network connecting points, including the switching and transmission equipment and other infrastructure intended for interconnection to Telecommunication Networks inside the boundaries of the Republic of Mauritius;
- (q) “Regulation” means any regulation made under the Act;
- (r) “Service Provider” means any company licensed to provide an information and communication service;
- (s) “Subsidiary” means a Subsidiary as defined in sections 3 and 4 of the Companies Act 2001 (as amended);
- (t) “Telecommunication” means a transmission, emission or reception of signs, signals, writing, images, sounds or intelligence of any nature by wire, radio, optical or other electromagnetic systems whether or not such signs, signals, writing, images, sounds or intelligence have been subjected to rearrangement,

computation or other processes by any means in the course of their transmission, emission or reception;

- (u) “Telecommunication network” means a system, or a series of systems, operating within such boundaries as may be prescribed for the transmission or reception of messages by means of guided or unguided electromagnetic energy or both.

- 1.2 For the purpose of interpreting this Licence, the Interpretation and General Clauses Act shall apply as if this Licence were an Act of Parliament. Headings and titles shall be disregarded.

Any term(s) defined or contained in this Licence shall be interpreted in a manner not inconsistent with the Act.

- 1.3 Where this Licence provides for any power of the Authority to give any direction or make any decision, it implies, unless the contrary intention appears and except for the power to revoke set forth in clause 8 below, a power, exercisable in the same manner and subject to the same conditions or limitations, to revoke, amend or give or make again any such direction or decision.

2. Scope and Term

- 2.1 This Licence authorises the Licensee to establish, install, operate and maintain a private network for internal communication within the organisation or corporate entity, only.
- 2.2 The private network shall not have any connectivity to a public PSTN or PLMN network.
- 2.3 The private network shall be set up using only the telecommunication resources of the network owner/licensee.
- 2.4 The Licensee shall not offer any Services to the public.
- 2.5 This Licence shall come into force on the Effective Date (XXXXXXXXXXXX) and, unless earlier revoked or terminated pursuant to clause 8 below, shall remain in effect for a period of fifteen (15) years.

The Authority shall renew the Licence for a period not to exceed ten (10) years on such terms and conditions as may be decided by the Authority if, at least one (1) year prior to the date on which the Licence is to expire, the Licensee submits a written request for its renewal and has complied with the terms of this Licence, the Act and any Regulation made thereunder and under any other relevant law.

2.6 The Licensee shall seek and obtain approval of the Authority for its network design, configuration and scope, before setting up the said network.

2.7 The Licensee shall not cause any alteration, addition or modification to be made to its approved network, without the prior express authorisation of the Authority.

3. Fees

The Licensee shall pay such Licence fees to the Authority as may be prescribed.

4. Telecommunication Facilities

4.1 The Licensee shall ensure that all facilities which it uses in its own network meet such standards as may be prescribed from time to time by the Authority.

4.2 The Licensee shall ensure that no facilities which it uses interfere with facilities that are part of, or attached to, any other telecommunication networks.

4.3 The Licensee must obtain the approval of the Authority before commissioning of the network. The Licensee shall extend all facilities, including provision of test equipment, to the Authority for testing the network.

5. Frequency authorisation

5.1 The Licensee shall obtain the necessary clearance from the Authority for the use of frequency and shall be liable to payment of all related charges and fees.

5.2 The Licensee shall at no time use or encroach upon any frequency not assigned to it by the Authority and shall not cause any interference to any Service on any frequency bands.

6. Records and Reports

6.1 Without prejudice to any other provision of this Licence, the Licensee shall:

- (a) maintain records; and
- (b) furnish information,

in such manner and form and at such times as the Authority may reasonably require for the purpose of verifying the Licensee's compliance with this Licence, the Act and any Regulation, as well as for statistical purposes.

6.2 The Licensee shall permit any Officer of the Authority to inspect:

- (a) any written or oral data or records or such other material as may be necessary; and
- (b) any installation, apparatus or premises at any reasonable time

for the purpose of verifying the Licensee's compliance with this Licence.

6.3 Except in the case of confidential data such as commercially sensitive or proprietary information or trade secrets which have clearly been marked as confidential by the Licensee, information furnished by the Licensee to the Authority may be made available to the public at the discretion of the Authority.

The Authority may make available to the public, information that has been marked as confidential by the Licensee if, after providing the Licensee with notice and an opportunity to object, the Authority determines that such information does not constitute commercially sensitive or proprietary information or trade secrets.

7. Liability

The Authority shall in no case be liable in respect of any claim or damage arising out of any act done or any omission on the part of the Licensee.

8. Revocation; Termination

8.1 The Authority may, in accordance with the Act and any governing Regulation, revoke this Licence where the Licensee has failed to comply with any provision of the Act or any regulation under the Act or any of the terms and conditions of this Licence.

8.2 Before revoking this Licence pursuant to clause 8.1 above, the Authority shall provide the Licensee with sixty (60) days' written notice of its intention to do so, specifying the grounds for the proposed revocation. The Licensee shall be given the opportunity to show cause why the Licence should not be revoked and shall have the right of representation and be afforded the right to adduce evidence.

8.3 This Licence shall terminate:

- (a) upon expiry of the term set out in clause 2.5 above; or
- (b) upon the dissolution or bankruptcy or winding up of the Licensee; or
- (c) on the effective date of a new Licence or authorisation replacing this Licence; or
- (d) on the revocation of this Licence pursuant to clause 8.1 above.

8.4 The expiry or termination of this Licence for any of the reasons set out at clause 8.3 shall not preclude the Authority from recovering any fees, charges, penalties, or other dues, arising under this Licence prior to such termination or revocation.

9. Modification of Licence

The Authority reserves the right to modify this Licence as may be required for the safeguard of public interest or national security.

10. Compliance with the Act, Directions and Decisions

The Licensee shall comply with all directions issued and decisions made by the Authority under the Act, forthwith or within such delay as may be specified, without prejudice to the Licensee's rights to seek review under the law.

11. Assignment; Transfer; Other Changes

- 11.1 This Licence shall not be assigned, transferred, mortgaged, encumbered or sold without the express approval of the Authority.
- 11.2 The Licensee shall not transfer, assign, mortgage, encumber, sell or otherwise dispose of twenty per cent (20%) or more, any of its interests or shares, without the prior approval of the Authority.
- 11.3 The Licensee shall notify the Authority of any change in its registered address or address for correspondence within seven (7) days of the date of such change. In default, correspondence addressed at the last known address shall be deemed to have been properly and validly addressed.

12. Exceptional monitoring for state security reasons

- 12.1 The Authority reserves the right to exercise such monitoring of the network operated under this licence, at all material times, as may be required for national security reasons or in the public interest. The Licensee shall, in such a case, make available to the Authority all monitoring facilities at its own cost.
- 12.2 The Licensee shall make available on demand to the Authority, full access to its premises for technical scrutiny and for visual and/or operational inspection.
- 12.3 In case any confidential information is divulged to the Licensee for proper implementation of the Licence, it shall be binding on the Licensee and its employees, servants and/or préposes to maintain its secrecy and confidentiality.
- 12.4 The Licensee shall provide to the Authority location details of its equipment, as may be required. The location of such equipment shall not be changed, without prior approval of the Authority.

13. Surrender of Licence

13.1 The Licensee shall surrender this Licence to the Authority within two (2) weeks of its termination or any extension thereof or its revocation pursuant to clause 8 above or as may be provided by law.

13.2 The Licensee may surrender this Licence at any time with the express approval of the Authority and subject to the settlement of any outstanding dues.

14. Compliance with other Legal Provisions

The Licensee shall, at all times, during the term of this Licence, including any renewals thereof, comply with all applicable laws and regulations.

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