

RADIO AMATEUR LICENCE (VISITOR’S) – RA 25 Licence
[as per the Information and Communication Technologies (Amendment of Schedule) Regulations 2003]

Section 1

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 **Radio Amateur (Visitor’s) Licence (RA25)** to the Licensee to install and operate a Radio Amateur Station in accordance with the terms, conditions and limitations set out in this Licence.

Licence Details	
Licensee’s Name	Mr/Ms (Name of applicant)
Call Sign	3B8/xxxx
Mailing Address	<i>(home address)</i>
Main Station Address	Local fixed address
Alternative Address	<i>(temporary fixed location)</i>
Mobile Location	<i>(vehicle number)</i>
Licence No	RA25/2016/00x
Effective Date	xx/xx/xxxx
Validity Period	From xx/xx/xxxx. to xx/xx/xxxx inclusive

Issued by the Information and Communication Technologies Authority on the **xxth** day of **Month** in the year **2016**.

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Prof. Dr. K.M.S. SOYJAUDAH
Executive Director
Information and Communication Technologies Authority

INFORMATION AND COMMUNICATION TECHNOLOGIES AUTHORITY

RADIO AMATEUR (CLASS A) LICENCE – RA 25

Section 2

Terms and Conditions

1. Definitions; Interpretation

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

- (a) “Act” means the Information and Communication Technologies Act 2001 as amended;
- (b) “Alternative Address” means a fixed postal address in the Republic of Mauritius, other than the Main Station Address, at which the Radio Amateur is authorised to operate from time to time;
- (c) “Amateur” means a holder of a Radio Amateur Licence issued by the Information and Communication Technologies Authority;
- (d) “Amateur Service” means a radiocommunication service for the purpose of self-training, intercommunication and technical investigations carried out by radio amateurs, that is, by duly authorized persons interested in radio technique solely with a personal aim and without pecuniary interest;
- (e) “Authority” means the Information and Communication Technologies Authority established under section 4 of the Act;
- (f) “Call Sign” means the unique group of alphanumeric characters specified in this Licence and used to identify the Radio Amateur Station (or Amateur) in accordance with ITU Radio Regulations;
- (g) “Coordinated Universal Time (UTC)” means a Time scale, based on the second (SI), as defined in ITU-R Recommendation ITU-R TF.460-5;

- (h) “Equivalent Isotropically Radiated Power” (EIRP) means the product of the power supplied to the antenna and the antenna gain in a given direction relative to an isotropic antenna (absolute or isotropic gain);
- (i) “ITU” means the International Telecommunication Union;
- (j) “Licence” means this Licence and includes the terms and conditions and any Annex thereto;
- (k) “Licensee” means the person/body described in the Licence as the person/body to whom the Licence is granted;
- (l) “Main Station Address” means the fixed postal address in the Republic of Mauritius, as specified in this licence, from which the Amateur intend to operate primarily;
- (m) “Maritime Mobile” means a Radio Amateur Station, located on the vessel specified in this Licence, and being operated at Sea;
- (n) “Message” means a signal which conveys information to or from a Radio Amateur Station operated by an Amateur, in accordance with the Radio Amateur Licence issued by the ICT Authority;
- (o) “Mobile Location” means the Radio Amateur Station is located in the Republic of Mauritius in or on any vehicle or conveyance (but not airborne).
- (p) “Network” means a communication transmission system that provides interconnection among a number of local or remote devices;
- (q) “Portable Location” means the Radio Amateur Station is located in the Republic of Mauritius on the person of the Licensee where the Licensee is a pedestrian.
- (r) “Radio Amateurs’ Examination Pass Certificate” means an original certificate issued by an examination body which is recognised by the ICT Authority. This Certificate confirms that the holder of the certificate has achieved the required

level of competence to apply for the appropriate Radio Amateur Licence in the Republic of Mauritius;

- (s) “Radio Amateur (Class A) Licence” means a Licence issued to an Amateur who is the holder of a Radio Amateurs’ Examination Pass Certificate which confirms that the holder has achieved the appropriate level of competence required by the ICT Authority to be issued with a Radio Amateur (Class A) Licence;
- (t) “Radio Amateur (Class B) Licence” means a Licence issued to an Amateur who is the holder of a Radio Amateurs’ Examination Pass Certificate which confirms that the holder has achieved the appropriate level of competence required by the ICT Authority to be issued with a Radio Amateur (Class B) Licence;
- (u) “Radio Amateur (Visitor’s) Licence means a Licence (equivalent to a Class A licence) issued to a visiting Amateur who is the holder of a valid Radio Amateur licence in his/her home country, after he/she has demonstrated evidence of the appropriate level of competence required by the ICT Authority;
- (v) “Radio Amateur Station” means one or more transmitters or receivers or a combination of transmitters and receivers, including the accessory equipment, necessary at one location for carrying on an amateur service;
- (w) “Regulation” means any regulation made under the Act;
- (x) “Session” means the duration of a connection, from its establishment till its end, between Radio Amateurs, for the exchange of information;
- (y) “Telecommunication Convention” and “Radio Regulations” mean the International Telecommunication Convention and the Radio Regulations annexed thereto and include any Convention or Regulation which may from time to time be enacted or brought into force in substitution for, in amendment of, or in addition to, the Telecommunication Convention or Radio Regulations;

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 below and except for the power to revoke set forth in clause 14 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 operate the Radio Amateur Station
- a. for the purpose of self-training in radio communications, including conducting technical investigations;
 - b. as a leisure activity and not for commercial purposes of any kind; and
 - c. to assist emergency services in times of national disaster or emergency.
- 2.2 The Radio Amateur Station shall be operated solely by the Licensee, except as otherwise permitted, as specified at Clause 7 below.
- 2.3 The Licensee shall make use of duly type approved commercially available amateur radio equipment.
- 2.4 The Radio Amateur Station shall only be operated as per the terms and conditions specified in this Licence, in accordance with the technical parameters specified at Annex 1 to this Licence.
- 2.5 Transmissions between amateur stations shall not be encoded for the purpose of obscuring their meaning.

- 2.6 The Licensee shall under no circumstances, establish any interconnection to any public telecommunication network.
- 2.7 This Licence shall come into force on the Effective Date as specified in Section 1 of this licence and shall remain in effect during its validity period unless revoked or terminated pursuant to clause 14 below or surrendered by the Licensee.
- 2.8 Notwithstanding the above, the validity of a Radio Amateur (Class A) licence shall be subject to the Licensee notifying to the Authority once every five years, as from the Effective Date of this Licence, that the operational details of the Radio Amateur Station remain unchanged and accurate.
- 2.9 The Licensee shall notify the Authority, in writing, of any change in its operational details and shall do the needful so that the Licence document may be amended by the Authority to reflect same.
- 2.10 The Licensee shall not cause any alteration, addition or modification to be made to its Radio Amateur Station without the prior express authorisation of the Authority.
- 2.11 The Licensee shall not use the Radio Amateur Station for any purpose and/or at any location not authorised under this Licence.

3. Fees

- 3.1 Subject to clauses 3.2, the Licensee shall pay such Licence fees to the Authority as may be prescribed from time to time. The relevant licence fees are detailed in Annex II of this Licence.
- 3.2 The annual Licence fee may be modified by the Authority in accordance with the Act and shall be payable on the date of issue of the Licence, and thereafter not later than 15 days before the anniversary date of the Licence. In default, the Licensee shall in addition to the amount due, pay a surcharge of 10% or such other percentage as may be prescribed from time to time, under the Act or any regulation made thereunder.

4. Call Sign and Notification of Location

- 4.1 The Call Sign assigned to the Licensee should be used at all times at all locations where the Radio Amateur Station is authorised to operate.
- 4.2 When operating from the locations specified below, the Licensee shall use the following prefix to form the Call Sign and identify the Radio Amateur Station/Licensee: -
- a. Mauritius: - “3B8”
 - b. Rodrigues: - “3B9”
 - c. Agalega: - “3B6”
 - d. St Brandon: - “3B7”
- 4.3 When operating at locations other than the Main Station Address, it is recommended that the following suffixes be used with the Call Sign: -
- a. Alternative location: - “/A”
 - b. Maritime mobile location: - “/MM”
 - c. Mobile location: - “/M”
 - d. Portable location: - “/P”
- 4.4 The Call Sign specified in Section 1 of this Licence and any relevant suffix shall be transmitted: -
- a. During initial (“CQ” calls) or calls to establish contact with another Amateur;
 - b. At least once every 15 minutes when the period of communication is longer than 15 minutes;
 - c. Whenever the frequency of transmission is changed, at the beginning of transmission on the new frequency;
 - d. By the same type of transmission and on the same frequency that is being used for the communication.
- 4.5 When telephony is used, the letters of the Call Sign may be confirmed by the pronouncement of well-known words of which the initial letters are the same as those in the Call Sign.
- 4.6 No words used under clause 4.5, shall be of a facetious or objectionable character.

5. Frequency Control and Measurement

- 5.1 A satisfactory method of frequency stabilisation shall be employed in the transmitting component of the Radio Amateur Station in order to ensure a reasonably safe and interference free use of the Radio Amateur Station.
- 5.2 The Licensee shall have such equipment as may be necessary for the measurement of frequency and output power, so as to verify that the Radio Amateur Station is transmitting within the authorised frequency bands.

6. Non-Interference

- 6.1 The Radio Amateur Station shall be designed, constructed, maintained, in such a manner so that the use of the said station does not cause any harmful interference with any other equipment.
- 6.2 Every precaution shall be taken at all times, to avoid over-modulation and to keep the maximum radiated energy within the necessary bandwidth as specified in the designation of emission.
- 6.3 Spurious emissions shall be suppressed to such acceptable levels so as not to cause any harmful interference with any radiocommunication service.
- 6.4 The Licensee shall carry out appropriate tests from time to time to ensure that the requirements of this Licence are met.
- 6.5 No “spark” sending equipment shall be allowed.

7. Operation and access to the Radio Amateur Station

- 7.1 A duly licensed Radio Amateur (Class A) may allow the use of the Radio Amateur Station by: -
- a. Any Amateur duly licensed to operate within the Republic of Mauritius;

- b. Any person on a recognised training course for a Radio Amateur (Class A or Class B) Licence;
- c. Any person participating in a “Public Event” approved by the ICT Authority;
- d. Any member of the public services, (e.g. Police, Fire Services, Coast Guard) in the event of emergency telecommunication support facilities being provided by the Licensee.

7.2 The Licensee shall not permit or offer any unauthorised person to have access to or operate the Radio Amateur Station.

7.3 The Licensee shall ensure that persons who are duly authorised to operate the Radio Amateur Station, observe the terms, provisions and limitations of this Licence at all times.

8. User Log

The Licensee shall keep a record of transmissions made, in the form of a log book with contiguous record, or on an electronic storage device. The said record shall include the following details: -

- a. Current date of transmissions;
- b. Time of commencement of calls, recorded in UTC, made from the Radio Amateur Station;
- c. The time when the band of type of transmission was changed;
- d. The Call Signs of the Radio Amateur Stations to which messages were sent and/or from which messages are received; together with
 - (i) the time of establishment and ending any communication with each such Radio Amateur Station; and
 - (ii) the frequency(ies), class(es) of emission and power level(s) in dBW, associated with each such communication;
- e. Details of tests carried out;

- f. Location of Radio Amateur Station if it was operated from a(n) alternative/mobile location;
- g. Time of closing down of the Radio Amateur Station.

9. Retransmission of Recorded Messages

Messages addressed to the Radio Amateur Station from any other radio amateur station with which the Licensee is in communication may be recorded and retransmitted in accordance with this Licence, provided that the retransmission is intended for reception by the originating radio amateur station only, and that the Call Sign of that radio amateur station is not included in the retransmission.

10. International Requirement

The Licensee shall observe and comply with the relevant provisions of the ITU Convention and any regulations or recommendations made thereunder.

11. Inspection

- 11.1 The Radio Amateur Station and Log shall be available for inspection at all reasonable times by Authorised Officers of the Information and Communication Technologies Authority.
- 11.2 The Authority may perform EMF surveys from time to time to ascertain that the Radio Amateur Station emits within accepted limits.

12. Radio Amateur Station to Close Down

The Radio Amateur Station shall be closed down at any time upon such request from an Authorised Officer of the Authority.

13. Interpretation

Nothing in this Licence shall be deemed to authorise the use of the Amateur Radio Station for business, advertisement, or propaganda purposes or for the sending of news or messages of or on behalf of, or for the benefit or information of, any social, political, religious or commercial organisation, or anyone other than the Licensee or the person with whom he is in communication.

14. Revocation; Termination; Surrender of Licence

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

14.2 Before revoking this Licence pursuant to clause 14.1 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.

14.3 This Licence shall terminate:

- a. Upon the expiry of its validity period, as specified in Section 1 of this Licence;
or
- b. at the request of or with the consent of the Licensee, subject to the settlement of any outstanding fees due; or
- c. upon failure by Licensee to pay Licence fees pursuant to clause 3 above; or
- d. in the case of a Radio Amateur Class A Licensee, upon failure to provide updated information regarding operational details of his/her Radio Amateur Station pursuant to clause 2.8 above; or
- e. on the effective date of a new Licence or on the effective date of issue of an authorisation replacing this Licence; or

f. on the revocation of this Licence pursuant to clause 14.1 above.

14.4 The expiry or termination of this Licence for any of the reasons set out at clause 14.3 shall not preclude the Authority from recovering any fees, charges, penalties, or other dues, arising under this Licence, prior to such termination or revocation.

15. Assignment; Transfer; Other Changes

15.1 This Licence shall not be assigned, transferred, mortgaged, encumbered or sold without the express approval of the Authority.

15.2 The Licensee shall notify the Authority of any change in his/her 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.

16. 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 in force in Mauritius.

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ANNEX II

As per the Information and Communication Technologies (Licensing and Fees) Regulations 2003
(GN 97/2003)

Type	Description	Initial Fees (Rs)	Annual Fees (Rs)
RA23	Radio Amateur Licence (class A)	Nil	500/-
RA24	Radio Amateur Licence (class B)	Nil	300/-
RA25	Radio Amateur Visitor's Licence	1,000/-	500/-

Note:

9(2) Where the Authority grants a RA25 (Radio Amateur Visitor's) licence for a period of not more than 6 months, the licensee shall be exempt from payment of the annual fee.