

**INFORMATION AND COMMUNICATION
TECHNOLOGIES AUTHORITY (ICTA)**

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

Licence No. XXXXXXXX

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 powers exercisable by this Authority for that purpose, hereby grants a

PRIVATE MOBILE RADIO APPARATUS LICENCE-XXXX LICENCE [as per the
Information and Communication Technologies (Amendment of Schedule) Regulations 2003]

To

XXXXXXXXXX

of **XXXXXXXXXXXXXXXX** (hereinafter called the "Licensee"), to operate **XXX (X) *Private Mobile Radio Apparatus***, (hereinafter known as the "apparatus") as particularised in Table 1, in accordance with the terms and conditions set out in the Licence.

Effective Date: XXXXXXXXXX

Issued by the Information and Communication Technologies Authority on the **XXX** of **XXXXXXX** in the year **XXXX**.

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Executive Director

Information and Communication Technologies Authority

INFORMATION AND COMMUNICATION TECHNOLOGIES

AUTHORITY

PRIVATE MOBILE RADIO APPARATUS LICENCE

Terms and Conditions

Qty	Type of Radio Apparatus	Make	Model	Maximum effective isotropic radiated power (EIRP)/W	Frequency of operation	Annual Fees (RS)
X	XXXX	XXXXXX	XXXX	XXX	XXXXXX	XXX

Table 1

1. The radio apparatus shall operate on the frequency as listed in Table 1. The said frequencies have been assigned on a **non-exclusive basis** to **XXXXXX**.
2. Unless otherwise provided by the Authority, no other radio apparatus, other than those duly licensed, owned and operated by the Licensee under this Licence, shall be operated using the frequencies assigned in Table 1.
3. The maximum effective isotropic radiated power (EIRP) of the radio apparatus should be limited at all times to the values listed in Table 1.
4. The Licensee shall not modify any of the radio apparatus or cause them to be modified without the prior approval of this Authority.
5. The Licensee shall ensure that no radio apparatus is operated in such a manner as to cause direct or indirect harmful interference with any other telecommunication service or any other apparatus lawfully operated in or outside the territorial boundaries of Mauritius and shall take all necessary measures at its own cost to stop any such interference, forthwith.
6. The ICT Authority reserves the right to modify this Licence as may be required for the safeguard of public interest or national security.
- 7.1 The Authority reserves the right to withdraw any frequency assigned to the Licensee, where:-
 - (i) the Licensee is not making an efficient use of that frequency; or
 - (ii) for any other valid reason.
- 7.2 The Licensee shall cease to use any assigned frequency where it is so directed by the Authority.
- 7.3 The Licensee may thereafter be directed to use such new frequency as the Authority may designate, without prejudice to the Authority.
8. The Licensee shall within fifteen (15) days of purchase/acquisition of any apparatus covered under this Licence communicate in writing to the Authority the serial number, make, model and frequency programmed on each apparatus.
9. The loss of any of the radio apparatus shall be immediately reported in writing to this

Authority and a declaration to this effect shall be made by the Licensee to the police. No resale or disposal of any of the radio apparatus shall be effected without the prior consent in writing of this Authority.

- 10.1 Where the Licensee discontinues the use of any radio apparatus governed by this licence, he shall inform the Authority forthwith accordingly and disclose the whereabouts and condition of such radio apparatus.
- 10.2 Where the licensee fails to inform the Authority as required under clause 10.1 above, he shall be deemed to have continued operating the radio apparatus and shall be liable for payment of all applicable licence fees and charges (if any).
11. At all material times, the Licensee shall ensure that only persons authorised by the Licensee have access to and are able to operate the radio apparatus. The Licensee shall ensure further that persons operating the radio apparatus observe the conditions of this Licence and shall assume all liabilities arising out of such use of the apparatus.
12. The Licensee shall make sure that persons operating the radio apparatus observe all the present conditions and all governing provisions of the Law.
13. The Licensee shall ensure that the radio apparatus are not used for any unlawful purpose.
14. Failure by the Licensee, its agents and/or préposés to comply with any of the Licence terms and conditions and any provisions of the ICT Act 2001 or any regulations made thereunder shall render the Licensee liable to such action as the Authority may deem appropriate.
15. The Licensee shall make the radio apparatus available for inspection at all times by the staff of the Authority.
16. Should the Licensee fail to operate or use the radio apparatus in accordance with any of the provisions of this Licence and the Law, the Authority reserves this right to revoke the Licence at any time.
17. The Licensee shall not operate any apparatus without there being in force a valid and enforceable Licence.
18. This Licence (**effective date: XXXXXXXX**) shall be valid for a period of one (1) year and may be renewed by submitting a formal application **at least one (1) month prior to expiry** of the said licence, subject to the Licensee satisfying the conditions for such renewal and complying with all the conditions of this Licence.
19. **Appropriate licence fees for renewal of the licence shall be paid not later than fifteen days before the anniversary date, failing which a surcharge of 10% shall be applicable.**

20. Licence registration numbers shall be issued upon payment of Licence fees.
21. The Licensee shall provide the Authority with any information that the Authority may require in relation to this Licence and/or the apparatus.
22. The ICT Authority shall not be liable in any manner whatsoever for any damage and/or prejudice arising by virtue of this Licence.

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