

**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. RA 08/200X/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

**PORT STATION LICENCE – RA 08 Licence [as per the
Information and Communication Technologies (Amendment of Schedule)
Regulations 2003]**

to

XXXXXXXXXXXXXXXXXXXX

having its registered office at **XXXXXXXXXXXXXXXXXXXXXXXXXXXX**, to install, operate and maintain a Port station within the Port premises, Port Louis, (hereinafter called “the location”) for the purpose of port operations services only, subject to the terms and conditions set out in the Licence.

Effective Date: XX XXXXX XXX

Validity Period: 5 years

Issued by the Information and Communication Technologies Authority on the **XXth** day of **XXXXXXX** in the year **200X** in two originals.

.....
Executive Director

Information and Communication Technologies Authority

INFORMATION AND COMMUNICATION TECHNOLOGIES AUTHORITY

LICENCE

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ANNEX I

INFORMATION AND COMMUNICATION TECHNOLOGIES AUTHORITY

PORT STATION LICENCE– RA 08

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) “Authority” means the Information and Communication Technologies Authority established under section 4 of the Act;
- (c) “Coast station” is a land station in the maritime mobile service;
- (d) “Effective Date” means - ~~XX XXXXX 200X~~;
- (e) “Effective Isotropic 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);
- (f) "message" includes any communication whether in the form of speech, or other sound, data, text, visual image, signal or code, or in any other form or combination of forms;
- (g) “ITU” means the International Telecommunication Union;
- (h) “Licence” means this Licence and includes the terms and conditions and any Annex thereto;
- (i) “Licensee” means the person/body/company described in the Licence as the person/body/company to whom the Licence is granted;
- (j) “Location” means – Port premises, as defined under the Ports Act 1998;
- (k) “Port” has the same meaning as in the Ports Act 1998;

- (l) “Port operations service” is a maritime mobile service in or near a port, between coast stations and ship stations, or between ship stations, in which messages are restricted to those relating to the operational handling, the movement and the safety of ships and, in emergency, to the safety of persons;
- (m) “Port station” is a coast station in the port operations service;
- (n) “Ports Licence” means a licence as defined and issued under the Ports (Issue of Licences) Regulations 1981.
- (o) “Radiocommunication service” means a service involving the transmission, emission and/or reception of radio waves for specific telecommunication purposes;
- (p) “Regulation” means any regulation made under any relevant Act;
- (q) “Ship station” means a mobile station in the maritime mobile service located on board a vessel which is not permanently moored;

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 9 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 install, operate and maintain a Port Station (as per **Annex I**), situated in the Port premises, Port Louis, for the purpose of Port operations services only;
- 2.2 Where the Ports licence(s) issued by Mauritius Ports Authority cover only part of the duration of this licence, the licensee shall ensure that fresh Ports licence(s) are issued to it in a timely manner such that at all material times throughout the duration of this licence there is always in force in respect of the Port station subject matter of this licence a valid Ports licence(s).
- 2.3 The licensee is hereby assigned the frequency listed in **Annex I** for the operation of the Port Station.
- 2.4 The maximum effective isotropic radiated power (EIRP) of the radio apparatus used in the Port station shall be limited at all times to the value listed in **Annex I**.
- 2.5 The Licensee shall not cause any alteration, addition or modification to be made to its Port Station (as specified in **Annex I**), without the prior express authorisation of the Authority.
- 2.6 The Licensee shall not operate the Port station in such a manner as to cause direct or indirect harmful interference with any telecommunication/ radiocommunication service or apparatus used on the territory of the Republic of Mauritius.
- 2.7 This Licence shall come into force on the Effective Date (**XX XXXXXXX 200X**) and, unless earlier revoked or terminated pursuant to clause 9 below, shall remain in effect for a period of five (5) years.
- 2.8 The Licensee shall at least three months prior to expiry of this licence, apply for a new licence.

3. Fees

- 3.1 The Licensee shall pay such Licence fees to the Authority as may be prescribed from time to time. Such Licence fees include an annual fee of Rs 10,000/- (ten thousand rupees), subject to clauses 3.2 and 3.3.
- 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.

Where the Licensee is in default with regard to payment of appropriate fees within the prescribed delay, 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.

- 3.3 Where the annual fee remains unpaid for a period of ninety (90) days from the date the fee is due, the Authority may revoke the Licence in accordance with the Act or any regulation made thereunder or in accordance with the terms of this Licence.

4. International Requirement

The Licensee shall observe and comply with the relevant provisions of the ITU Convention and any regulations made thereunder, and with any other convention relating to its operations.

5. Operation and access to Port station

The Licensee shall not permit or offer any unauthorised person to access or to operate the Port station. The Licensee shall ensure that persons operating the Port station shall observe the terms, provisions and limitations of this licence at all times.

6. Frequency authorisation

- 6.1 The Licensee shall obtain the necessary clearance from the Authority for the use of additional frequency/frequencies and shall be liable to payment of all related charges and fees, as may be applicable.

6.2 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.

7. Inspection

The Licensee shall make the Port Station available for inspection at all reasonable times by duly authorised officers of the Information and Communication Technologies Authority.

8. 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.

9. Revocation; Termination

9.1 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.

9.2 Before revoking this Licence pursuant to clause 9.1 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.

9.3 This Licence shall terminate:

- (a) upon expiry of the term set out in clause 2.7 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 9.

9.4 The expiry or termination of this Licence shall not preclude the Authority from recovering any fees, charges, penalties, or other dues, arising under this Licence, prior to such termination or revocation.

10. 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.

11. Compliance with the Act, Regulations, Directions and Decisions

11.1 The Licensee shall comply with the provisions of the Information and Communication Technologies Act 2001 (as amended) [the “ICT Act”] and any regulations made thereunder.

11.2 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.

12. Assignment; Transfer; Other Changes

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

12.2 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.

13. Exceptional monitoring for state security reasons

13.1 The Authority reserves the right to exercise such monitoring of the Port station operated under this licence, at all material times, as may be required for national security reasons or in the public interest.

- 13.2 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.
- 13.3 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.
- 13.4 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.

14. Surrender of Licence

- 14.1 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 9 above or as may be provided by law.
- 14.2 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.

15. Compliance with other Legal Provisions

The Licensee shall, at all times, during the term of this Licence, comply with all applicable law and regulations in force.

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ANNEX I

Port Station Licence

Particulars of Port station: XXXXXXXX

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