



**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. RA 16/2004/00X

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

**EARTH STATION LICENCE (IN A FIXED SATELLITE
SERVICE) – RA 16 Licence [as per the Information and Communication
Technologies (Amendment of Schedule) Regulations 2003]**

to

XXXXXXXXXXXXXXXXXX

of xxxxxxxxxxxxxxxxx, to operate an Earth Station at
(hereinafter called “the location”) intended for communication with XXXXX station,
subject to the terms and conditions set out in the Licence.

Effective Date:

Validity Period: 5 years

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

.....
Executive Director

Information and Communication Technologies Authority

INFORMATION AND COMMUNICATION TECHNOLOGIES AUTHORITY

LICENCE

TABLE OF CONTENTS

1.	DEFINITIONS; INTERPRETATION.....	1
2.	SCOPE AND TERM.....	3
3.	FEES.....	4
4.	INTERNATIONAL REQUIREMENT.....	5
5.	OPERATION AND ACCESS TO EARTH STATION.....	5
6.	FREQUENCY AUTHORISATION.....	5
7.	INSPECTION.....	5
8.	LIABILITY.....	5
9.	REVOCAION; TERMINATION.....	6
10.	MODIFICATION OF LICENCE.....	6
11.	COMPLIANCE WITH THE ACT, DIRECTIONS AND DECISIONS.....	6
12.	ASSIGNMENT; TRANSFER; OTHER CHANGES.....	7
13.	EXCEPTIONAL MONITORING FOR STATE SECURITY REASONS.....	7
14.	SURRENDER OF LICENCE.....	7
15.	COMPLIANCE WITH OTHER LEGAL PROVISIONS.....	8

ANNEX I

INFORMATION AND COMMUNICATION TECHNOLOGIES AUTHORITY

EARTH STATION LICENCE (IN A FIXED SATELLITE SERVICE) – RA 16

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) “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;
- (d) “Earth Station” means a station located either on the Earth’s surface or within the major portion of the Earth’s atmosphere and intended for communication with one or more space stations or with one or more stations of the same kind by means of one or more reflecting satellites or other objects in space;
- (e) “Effective Date” means -
- (f) “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);
- (g) “ILD” means International Long Distance;
- (h) “ILD Service” means a network carriage Service providing International connectivity and Services, including:
 - (i) calls originating from Mauritius to another country;
 - (ii) calls terminating in Mauritius from another country;
 - (iii) transit of calls from one country to another through Mauritius; and
 - (iv) provision of International Bandwidth.

- (i) “Information” means data, text, images, sounds, codes, computer programmes, software, databases or the like;
- (j) “ITU” means the International Telecommunication Union;
- (k) “Licence” means this Licence and includes the terms and conditions and any Annex thereto;
- (l) “Licensee” means the person/body/company described in the Licence as the person/body/company to whom the Licence is granted;
- (m) “Location” means -.....;
- (n) “Network” means a communication transmission system that provides interconnection among a number of local or remote devices;
- (o) “PSTN” (Public Switched [fixed] Telephone Network) means a Telecommunication Network which is used, in whole or in part, to provide Telecommunication Services, 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;
- (p) “Radiocommunication service” means a service involving the transmission, emission and/or reception of radio waves for specific telecommunication purposes;
- (q) “Regulation” means any regulation made under the Act;
- (r) “Space station” means a station located on an object which is beyond, is intended to go beyond, or has been beyond, the major portion of the Earth’s atmosphere;
- (s) “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 a radiocommunication service;
- (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 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 and operate an Earth station (as morefully described at Annex I), situated at “*long*”, “*lat*”, for the purpose of offering telecommunication services under its ILD licence (Licence No. XXXX).
- 2.2 This Earth Station licence shall be valid and shall only be used in conjunction with a valid ILD licence.
- 2.3 The licensee is hereby assigned the following frequencies for the operation of the Earth Station:-

Earth Station Transmit Frequency (GHz)	
Earth Station Receive Frequency (GHz)	
Assigned Bandwidth (MHz)	

- 2.4 The maximum effective isotropic radiated power (EIRP) of the Earth Station shall be limited at all times to **xx dBm**.
- 2.5 The Licensee shall not cause any alteration, addition or modification to be made to its Earth Station (as specified in Annex 1), without the prior express authorisation of the Authority.
- 2.6 The Licensee shall not operate the Earth 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 (.....) 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 ensure that the commissioning of the Earth Station is done according to **XXXXX satellite** specifications and procedures.
- 2.9 The ICT Authority reserves the right to modify this Licence as may be required for the safeguard of public interest or national security.
- 2.10 The Licensee shall not use the Earth Station for **any** purpose not authorised under the ILD 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 initial fee of Rs 50,000/- (fifty thousand rupees) and an annual fee of Rs 50,000/- (fifty 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.

5. Operation and access to Earth Station

The Licensee shall not permit or offer any unauthorised person to access or to operate the Earth Station. The Licensee shall ensure that persons operating the Earth 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.

- 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 Earth 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 2.6 above; or
 - (b) on the effective date of a new Licence or authorisation replacing this Licence; or
 - (c) on the revocation of this Licence pursuant to clause 9.1 above; or
 - (d) on the revocation of the ILD Licence issued to the Licensee.
- 9.4 The expiry or termination of this Licence for any of the reasons set out at clause 9.3 shall not preclude the Authority from recovering any fees, charges, penalties, or other dues, arising under this Licence, prior to such termination or revocation.

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 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.
- 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, including any renewals thereof, comply with all applicable law and regulations.

SPECIMEN

SPECIMEN