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GENERAL NOTICE NO. 4



THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
MALAWI NATIONAL NUMBERING PLAN

1. Introduction

The Malawi Communications Act, 2016, mandates the Malawi Communications Authority (the Authority) to regulate, supervise and promote the provision of all ICT services in Malawi. This mandate incorporates regulation of electronic communication numbering, national numbering plan and assignment of numbers or blocks of numbers.

The Authority consequently has the responsibility to make necessary changes to the numbering plan when required. Telecommunication is a fast-changing and technology driven industry, hence the need for the nation's numbering plan to continually evolve to keep track of and adapt to these changes. Recent developments in the global telecommunications industry such as M2M communications, the internet of things, over-the-top services and other service made possible by fourth-generation networks and the futuristic 5G/6G technologies have made it imperative for Malawi's Numbering Plan to be reviewed.

The Authority has therefore reviewed the National Numbering Plan. The reviewed Plan is intended to provide a clear and concise direction to Malawian ICT industry on how numbers are to be assigned and used. Designed in line with ITU E.164 recommendation, the Malawi National Numbering Plan specifies the structure for telephone, freephone, premium rate, short codes and local rate numbers to be used behind the +265 Country Code.

2. Definitions

Assignee: A person to whom a number, number block or code has been allocated.

Allocation: Permitting the use of the respective number, number block or code by the assignee (service provider, infrastructure provider, application provider or end-user).

Block: A set of blocks that consist of numbers that are defined in the National Numbering plan.

Code: Positive integer that forms the most significant digits of each of the numbers in a block.

Country Code (CC) for Networks: A shared 3-digit Country Code used in combination with an identification code to identify an international Network.

International number: The number to be dialled following the international prefix to call a subscriber in another country.

International Signalling point codes (ISPCs): A signalling point code with a unique 14-bit format used at the international level for signalling message routing and identification of signalling points involved. The ISPC is used in signalling messages containing the Network Indicator NI=00.

International Prefix: A digit or combination of digits to be dialled by a calling subscriber making a call to a subscriber in another country to obtain access to the automatic outgoing international equipment.

Mobile Network Code: a 2 (in some cases 3) digit code that uniquely identifies a mobile network within a country.

National Destination Code (NDC): A nationally optional code field within the E.164 number plan, which combined with the subscriber's number (SN), will constitute the national (significant) number of the international public telecommunication number for geographic areas. The NDC will have a network and/or trunk code selection function

National (trunk) Prefix: A digit or combination of digits to be dialled by a calling subscriber, making a call to a subscriber in his own country but outside his own numbering area. It provides access to the automatic outgoing trunk equipment.

National (Significant) Number (N(S)N): The number to be dialled following the national (trunk) prefix to obtain a subscriber in the same country (or group of countries included in one integrated numbering plan) but outside the same local network or numbering area.

Network: Internationally interconnected physical nodes and operational systems operated and maintained by one or more ROAs to provide public telecommunications services. Private networks are not included in this definition. Note that the use of capital "N" in Networks indicates that this definition applies.

Number: Is a sequence of digits that might be used to identify the network termination points that are associated with a particular service or consumer.

Prefix: A prefix is an indicator consisting of one or more digits that allows the selection of different types of number formats (e.g. local, national or international), transit networks and/or the service. Prefixes are not part of the number and are not signalled over the inter-network or international boundaries.

Premium Numbers: Numbers for which users pay a premium above a normal rate in order to access advanced services.

Short code: String of digits in the national numbering plan (NNP), as defined by the Authority, which can be used as a complete dialling sequence on public networks to access a specific type of service/network. The length of a short code is normally shorter than a subscriber number.

Signalling point: A node in a signalling network that originates and receives signalling messages, or transfers signalling messages from one signalling link to another, or both.

Signalling Point Code: An identity given to a node in the CCSS No. 7 signalling that either originates, receives or transfers signalling messages.

Subscriber: Is any individual, business or entity that purchases or subscribes to any communication service and includes any person who agrees to receive and pay for a service.

Subscriber Number (SN): The number identifying a subscriber in a network or numbering area.

Trunk Code (TC): A digit or combination of digits, not including the national (trunk) prefix, identifying the numbering area within a country (or group of countries included in one integrated numbering plan or specific geographic area).

3. Abbreviations

CC- Country Code

ITU- International Telecommunication Union

NDC- National Destination Code

PSTN – Public Switched Telephone Network

SN - Subscriber Number

ROA - Recognized Operating Agency

MNC- Mobile Network Codes

ISPC- International Signaling Point Code

NSPC- National Signaling Point Code

NCC- Network Colour Code

4. The National Numbering Scheme

4.1. Prefixes

4.1.1. National Prefix

"0" is the national prefix that will be used for national long distance calls (cellular mobile as well as basic services) and shall indicate national calls whenever dialed in the dialing procedure.

4.1.2. International Prefix

“00” or “+” in the dialing procedure shall indicate calls being routed to international destinations.

4.2. Short Code Numbers

For the purposes of this numbering plan, short codes are categorized by the type of service for which they are used. There are two categories according to their respective digit lengths: 3 Digits and 4 Digits.

The Authority has designated short codes to be a minimum of 3 digits and maximum of 4 digits depending on the type of application or service. Nevertheless, the length can be adjusted upwards in line with ITU-T E.164 recommendations. An outline of the short codes described below are shown in the subsequent tables: -

4.2.1. Emergency Services Codes

These are to be used to access national services associated with emergency and safety services.

4.2.2. Common Network Codes

These codes are to be used by licensed service providers to deliver user assistance services like customer service enquiries and billing related enquiries that are commonly provided across the different networks.

4.2.3. Independent Network Codes

These codes are used by end-users only within the assignee's network to access services uniquely offered by the respective service provider.

Table 1. Three (3) Digit Short Codes

Numbering Range	Service
100–109	Customer Care Assistance (free of charge)
110–119	Life and Safety(Emergency) (free of charge)
120–199	Reserved
200–299	Reserved
300–399	Data, Voice, USSD, and SMS services
400–499	Data, Voice, USSD, and SMS services
500–899	For future use
900–999	Lifeline services e.g. VCT, and other Helplines. All code with 99X are for future use for emergency: Police, Fire brigade, Ambulance.

Table 2. Four (4) Digit Short Code

Numbering Range	Service
1000–1099	Reserved
1100–1199	Lifeline Services
1200–1999	Reserved
2000–2999	Reserved
3000–3999	Data, Voice, USSD, and SMS services.
4000–4999	Data, Voice, USSD, and SMS services.
5000–8999	Reserved

4.3. Subscribers Numbers

Under the subscriber's number range, the allocations that have so far been made available are outlined in the table below. Only licensed Public Service Providers (voice and data) that already or are going to provide fixed and mobile services are eligible for allocation of mobile numbers. This includes Mobile Virtual Network Operators (MVNOs).

Table 3. Subscribers Number

Numbering Range	Service
0 111 000 000–0 111 999 999	Malawi Telecommunications Ltd. (MTL)
02 1XXX XXXX	Access Communications Ltd. (ACL)
02 2XXX XXXX–02 9XXX XXXX	Reserved
03 1XXX XXXX	Telekom Networks Malawi Plc (TNM)
032 000 XXXX	Afrimax Limited (Mw)
03 2001 XXXX–03 9XXX XXXX	Reserved
04 XXXX XXXX	Reserved
05 XXXX XXXX	Reserved
06 XXXX XXXX	Reserved
07 0XXX XXXX–07 6XXX XXXX	Reserved
07 7XXX XXXX	Nyasa Mobile Limited
07 8XXX XXXX–07 9XXX XXXX	Reserved
08 1XXX XXX–08 7XXX XXXX	Reserved
08 8XXX XXXX	Telekom Networks Malawi Plc. (TNM)
08 9XXX XXXX	Reserved
09 1XXX XXXX–09 7XXX XXXX	Reserved
09 8XXX XXXX	Airtel Malawi Plc (Airtel)
09 9XXX XXXX	Airtel Malawi Plc (Airtel)

4.4. International Signalling Point Codes (ISPCs)

The ISPC is a 14-bit binary code represented by three decimal numbers in the format 6-100-1/X and 6-1011/X. The first or most significant 11 digits constitute the SANC (Signalling Area/Network Code), assigned by ITU to each country. The three least significant bits identify the specific signalling point allocated by the Authority. The current assignments are outlined in the table below:

Table 4 ISPCs

Exchange Operator	Assigned ISPC
Malawi Telecommunications Limited	6-100-1
Telekom Networks Malawi Plc	6-100-2
Airtel Malawi Plc	6-100-3
Telekom Networks Malawi Plc	6-100-4
Airtel Malawi Plc	6-100-5
Access Communications Limited	6-100-5
Airtel Malawi Plc	6-100-7
Telekom Malawi Plc	6-101-0
Telekom Malawi Plc	6-101-2
Telekom Malawi Plc	6-101-3
Airtel Malawi Plc	6-101-4

4.5. Mobile Network Codes (MNC)

The Authority has assigned a two-digit Mobile Network Code (MNC) between 01 and 09 to every Public Service Provider (voice and data) that has been licensed to offer telecommunications services. The current sequential assignments are captured in the table below:

Table 6. MNCs

Mobile Network Code (MNC)	Name of Network Operator
01	Telekom Networks Malawi Plc
02	Access Communications Limited
03	Malawi Telecommunications Limited
04	Reserved
05	Reserved
06	Afrimax Limited
07	Reserved
08	Reserved
09	Reserved
10	Airtel Malawi Plc

4.6. Geographical Services Numbers - 01A

The NDC code digit < A > has been allocated to the following geographical areas as outlined in the table below:

Table 7 Geographical Numbers

Number Range	Region
01 2xx xxx	Central Region Districts
01 3xx xxx	Northern Region
01 4xx xxx	Southern Region Districts
01 5xx xxx	Eastern Region Districts
01 6xx xxx	Blantyre
01 7xx xxx	Lilongwe
01 8xx xxx	Blantyre

4.7. Premium and Multimedia Services

The prefix '09' is reserved for Premium-rate services that will be used by multimedia and others. The service will be operated on a shared revenue basis between the operators and service providers.

Table 8. Premium and Multimedia Services

Premium Rate Number Series	Associated Services/Applications	Numbers Assigned	Licensee (s) Assigned
0 900 0xxxxx			

4.8. Global Title and Mobile Station Roaming Numbers (MSRN)

Global Title is used to identify the country and the Public Land Mobile Network, or Public Land Mobile Network and Home Location Register, where the mobile subscriber is registered.

Mobile Station Routing Number (MSRN) is a temporarily telephone number assigned to a mobile station which roams into another country. This number is needed by the home network to forward incoming calls for the mobile station to the network it visits.

5. Standards

The Numbering Plan shall conform to the relevant international standards. In particular, attention is drawn to the following ITU-T Recommendations:

E.164—The International public telecommunications numbering plan.

E.161—Arrangements of figures, letters and symbols on telephones and other devices that can be used for gaining access to a telephone network.

E.123—Standard notation for national and international telephone numbers.

X.21—Interface between Data Terminal Equipment and Data Circuit-terminating Equipment for synchronous operation on public data networks.

F.69—The international telex service—Service and operational provisions of telex destination codes and telex network identification codes.

E.212—The international identification plan for mobile terminals and mobile users.

Q.708—Assignment procedures for international signaling point codes.

6. Transitional Arrangements

6.1. This National Numbering Plan shall become operational on the day (the Effective Date) it is published by the Authority in the Gazette

6.2. All existing assignees shall, within three (3) months from the Effective Date, submit applications to the Authority for numbering resources indicating:

(a) all numbering resources assigned by the Authority to the assignee before the Effective Date; and

(b) any additional information prescribed by the Authority.

6.3. The Authority shall communicate its decision on an application made under paragraph 6.2 within three months from the date of receiving the application.

6.4. The Authority shall assign the same numbering resources the assignee had before the Effective Date unless the assignee indicates in the application that it wishes to be assigned a different allocation.

6.5. An assignee shall pay numbering fees prescribed by the Authority in the Numbering Fee Schedule.

6.6. An assignee shall be exempt from paying initial numbering fees in respect of numbering resources assigned before the Effective Date.

6.7. An assignee shall pay annual numbering fees on or before the anniversary of the assignment of the numbering resource.

Dated the 24th day of September 2021

HENRY SILIKA

Acting Director General

GENERAL NOTICE NO. 5

Licence No. CLF/SCFM/RCSCL/1/22



**THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
COMMERCIAL SOUND CONTENT SERVICE LICENCE**

**Issued to
Story Club FM**

Issued pursuant to sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to Story Club FM ("the Licensee") in respect to the provision of a Regional Commercial Sound Content Broadcasting Service with effect from the 14th day of January, 2022 and valid for a period of seven (7) years.

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto.

Failure to comply with any term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 14th day of January, 2022.

STANLEY C KHAILA PHD
Chairperson

DAUD SULEMAN
Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled by Story Club FM who is duly registered as a business in terms of the applicable law of the Republic.
- 1.2. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.3. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.4. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without the prior written approval of the Authority.
- 1.5. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.6. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

- 2.1. The commencement date of the Licence shall be from the effective date as published in the Gazette.
- 2.2. The Licence shall be valid for a period of seven (7) years from the effective date.

3. Licence Fees

- 3.1. The Licence fees payable by the Licensee to the Authority shall be as follows:
 - (a) An annual Licence fee of One Thousand Five Hundred US dollars (USD1500) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments shall be based upon the management accounts for that particular period. A final quarterly payment shall be made based on Gross Annual Revenue within thirty (30) days of issue of the audited accounts. Adjustment shall be made for the first three (3) quarterly payments if the Gross Annual Revenue in the management's accounts differs from the one in the audited accounts.

(c) All fees and levies outstanding for more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

(d) If in any year, any licence fees or levies remain outstanding for more than six (6) months from the date such fees became due, the Licence may be revoked.

4. Scope of Licence

4.1. The Licensee is authorized to provide a Commercial Sound Content Broadcasting Service in the Central Region of the Republic.

4.2. The Licensee is authorized to broadcast from studios situated at the following addresses:

(a) Lilongwe; and

(b) any other studios to be developed from time to time including outside broadcasting provided that they are situated in the Central Region of Malawi.

5. Name of Station

5.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a geographical community sound content broadcasting service under this Licence is—“**STORY CLUB FM**”

5.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.

5.3. The Licensee may, in the place of the name of the station as specified in sub-clause 5.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 5.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

6. Roll Out Obligations

6.1. The Licensee shall roll out services within twelve (12) months from the effective date of its license.

6.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.

6.3. The Authority may extend the roll out period referred to in subsection (1):

(a) only once;

(b) for a period not longer than 12 months; and

(c) only on grounds of force majeure event as accepted by the Authority.

7. Programming

7.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.

7.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule

7.13. The Licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

8. General Terms and Conditions for a Broadcasting Content Service Licence

8.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

9. Notices

9.1. All communication between the parties made pursuant to this Licence shall be in writing, and shall be sent or transmitted to the following addresses:

In case of the Authority, to:

The Director General

MACRA House

Salmin Armour Road

Private Bag 261

Blantyre

Telephone number: (265)1 883 611

Facsimile Number: (265) 1 883 890

E-mail address: dg-macra@macra.org.mw

In the case of the Licensee; to

The General Manager

Physical address: Area 47 House number 85/B

Postal address: Story Club FM, Private Bag 52, Lilongwe

Telephone number: +26599420058

E-mail address: shadai79@yahoo.com

- 9.2 Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days before the change.

Signed on this 14th day of January, 2022.

STANLEY C KHAILA PHD

Chairperson

DAUD SULEMAN

Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee :

Station Name :

DESCRIPTION OF FORMAT

This Licence is issued to the Licensee subject to the maintenance of a mixed format comprising the elements listed below:

1. Educational programmes
2. Entertainment programmes

3. News update
4. Sports news
5. Spiritual programmes
6. Health issues
7. Environmental programmes
8. Documentaries
9. Drama
10. Socio-Economic Programmes

The Licensee shall, within one hundred and twenty (120) days of the Effective Date, introduce educational programmes covering, inter alia:

- (a) HIV-Aids
- (b) Position of women, children and the disabled
- (c) Career guidance
- (d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

GENERAL NOTICE No. 6

Licence No. CLF/XMR/NESCL/2/22



**THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
COMMERCIAL SOUND CONTENT SERVICE LICENCE**

Issued to

Thokozeni Henry Masikini Trading as XM Radio**Issued pursuant to sections 6 (2) (b) and 98 of the Communications Act 2016**

A licence is hereby granted to Thokozeni Henry Masikini t/a XM Radio ("the Licensee") in respect to the provision of a Regional Commercial Sound Content Broadcasting Service with effect from the 14th day of January, 2022 and valid for a period of seven (7) years.

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto.

Failure to comply with any term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 14th day of January, 2022.

STANLEY C KHAILA PHD

Chairperson

DAUD SULEMAN

Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled by Thokozeni Henry Masikini who is duly registered as a business in terms of the applicable law of the Republic.
- 1.2. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.3. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days prior to the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.4. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without the prior written approval of the Authority.
- 1.5. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.6. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

- 2.1. The commencement date of the Licence shall be from the effective date as published in the *Gazette*.
- 2.2. The Licence shall be valid for a period of seven (7) years from the effective date.

3. Licence Fees

- 3.1. The Licence fees payable by the Licensee to the Authority shall be as follows:
 - (a) An annual Licence fee of One Thousand Five Hundred US dollars (USD1500) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four installments. Calculation of the first three (3) quarterly installments shall be based upon the management accounts for that particular period. A final quarterly payment shall be made based on Gross Annual Revenue within thirty (30) days of issue of the audited accounts. Adjustment shall be made for the first three (3) quarterly payments if the Gross Annual Revenue in the management's accounts differs from the one in the audited accounts.
 - (c) All fees and levies outstanding for more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

(d) If in any year, any licence fees or levies remain outstanding for more than six (6) months from the date such fees became due, the Licence may be revoked.

4. Scope of Licence

4.1. The Licensee is authorized to provide a Commercial Sound Content Broadcasting Service in the Central Region of the Republic.

4.2. The Licensee is authorized to broadcast from studios situated at the following addresses:

(a) Lilongwe; and

(b) any other studios to be developed from time to time including outside broadcasting provided that they are situated in the Southern Region of Malawi.

5. Name of Station

5.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a geographical community sound content broadcasting service under this Licence is—"XM RADIO"

5.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.

5.3. The Licensee may, in the place of the name of the station as specified in sub-clause 5.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 5.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

6. Roll Out Obligations

6.1. The Licensee shall roll out services within twelve (12) months from the effective date of its license.

6.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.

6.3. The Authority may extend the roll out period referred to in subsection (1):

(a) only once;

(b) for a period not longer than 12 months; and

(c) only on grounds of force majeure event as accepted by the Authority.

7. Programming

7.1. The Licensee shall within 90 days from the effective date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.

7.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule

7.13. The Licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

8. General Terms and Conditions for a Broadcasting Content Service Licence

8.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

9. Notices

9.1. All communication between the parties made pursuant to this Licence shall be in writing, and shall be sent or transmitted to the following addresses:

In case of the Authority, to:

The Director General

MACRA House

Salmin Armour Road

Private Bag 261

Blantyre

Telephone number: (265)1 883 611

Facsimile Number: (265) 1 883 890

E-mail address: dg-macra@macra.org.mw

In the case of the Licensee; to

The General Manager

Physical address:

Postal address:

Telephone number:

E-mail address:

9.2 Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days before the change.

Signed on this 14th day of January, 2022.

STANLEY C KHAILA PHD

Chairperson

DAUD SULEMAN

Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee :

Station Name :

DESCRIPTION OF FORMAT

This Licence is issued to the Licensee subject to the maintenance of a mixed format comprising the elements listed below:

1. Educational programmes
2. Entertainment programmes
3. News update
4. Sports news
5. Spiritual programmes
6. Health issues

7. Environmental programmes

8. Documentaries

9. Drama

10. Socio-Economic Programmes

The Licensee shall, within one hundred and twenty (120) days of the Effective Date, introduce educational programmes covering, inter alia:

(a) HIV-Aids

(b) Position of women, children and the disabled

(c) Career guidance

(d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

GENERAL NOTICE No. 7

Licence No. CLF/MCDE/NESCL/2/22



**THE MALAWI COMMUNICATIONS REGULATORY AUTHORITY
COMMERCIAL SOUND CONTENT SERVICE LICENCE**

Issued to

Ministry of Education—Malawi College of Distance Education

Issued pursuant to sections 6 (2) (b) and 98 of the Communications Act 2016

A licence is hereby granted to the Ministry of Education—Malawi College of Distance Education (“the Licensee”) in respect to the provision of a National Commercial Sound Content Broadcasting Services with effect from the 14th day of January, 2022 and valid for a period of seven (7) years.

This Licence is issued subject to the terms and conditions hereto, and to any other terms and conditions and promises of performance that may from time to time be incorporated herein under the Communications Act and the Regulations thereto.

Failure to comply with any term and condition may lead to suspension or revocation of this Licence.

Notice issued at Blantyre, this 14th day of January, 2022.

STANLEY C KHAILA PHD
Chairperson

DAUD SULEMAN
Director General

1. Ownership and Control

- 1.1. The Licence shall be owned, controlled by the Ministry of Education—Malawi College of Distance Education, a ministry of the Malawi Government.
- 1.2. The content broadcasting service shall be operated by the Licensee or by bona fide employees of the Licensee.
- 1.3. The Licensee may exercise any of its rights granted under this Licence, by itself or in co-operation with any agent, contractor or Service Provider ("Third Party"), provided that, where the Licensee elects to exercise any of its rights under this Licence in co-operation with any Third Party it shall be on the basis that:
 - (a) the Licensee shall be liable for any acts or omissions of any Third Party in relation to the exercise of the rights granted under this Licence and such liability shall be limited to acts or omissions which constitute contraventions of this Licence;
 - (b) the Licensee shall enter into a written agreement with any such Third Party with terms that ensure compliance with the terms and conditions of this Licence at all times;
 - (c) the Licensee shall notify the Authority of any agreement entered into with any third party pursuant to this clause at least thirty (30) days before the commencement of such agreement;
 - (d) the Authority, acting reasonably and having due regard to the commercial considerations applying to the Licensee at any material time, may require the Licensee to modify the proposed agreement thereof within fifteen (15) days of receipt of the aforesaid notice, provided that the Authority shall not require any modification to be made which would, as a result, render the Licensee to be in a less favorable commercial or legal position than any other content service licensee;
 - (e) the Authority shall, upon becoming aware of any breach of any condition of this Licence, by the Third party, or of any complaint lodged with the Authority in relation thereto, notify the applicant in writing to correct such breach;
 - (f) failure by the Authority to notify the Licensee of any contravention shall not in any way negate or limit the Authority's rights in respect of such contravention under this Licence.
- 1.4. The Licensee shall not transfer or assign or sell a licence granted to it or cede control in the operations of the licence or merge with another person or licensee without the prior written approval of the Authority.
- 1.5. The Licensee shall not transfer any shares, ownership or change any person in control of the business, without prior approval of the Authority.
- 1.6. The Licensee shall provide the Authority with a certified copy of its controlling entity's constitution, deed of trust or other founding documents.

2. Commencement and Licence Period

- 2.1. The commencement date of the Licence shall be from the Effective Date as published in the *Gazette*.
- 2.2. The Licence shall be valid for a period of seven (7) years from the Effective Date.

3. Licence Fees

- 3.1. The Licence fees payable by the Licensee to the Authority shall be as follows:
 - (a) An annual Licence fee of Five Thousand US dollars (USD 5000) payable in advance on or before each anniversary of the Effective Date.
 - (b) A levy equal to One percent (1%) of Gross Annual Revenue for each year payable at the end of each quarter in four instalments. Calculation of the first three (3) quarterly instalments shall be based upon the management accounts for that particular period. A final quarterly payment shall be made based on Gross Annual Revenue within thirty (30) days of issue of the audited accounts. An adjustment shall be made for the first three (3) quarterly payments if the Gross Annual Revenue in the management's accounts differs from the one in the audited accounts.
 - (c) All fees and levies outstanding for more than six (6) months from their due dates shall attract interest at the base lending rate until full liquidation thereof.

- (d) If, in any year, any licence fees or levies remain outstanding for more than six (6) months from the date such fees became due, the Licence may be revoked.

4. Scope of Licence

- 4.1. The Licensee is authorized to provide a Commercial Sound Content Broadcasting Service throughout the Republic.
- 4.2. The Licensee is authorized to broadcast from studios situated at the following addresses:
- (a) Blantyre;
 - (b) Lilongwe;
 - (c) Mzuzu; and
 - (d) any other studios to be developed from time to time including outside broadcasting.

5. Name of Station

- 5.1. The name of the station in respect to which the Licensee is authorized to own, operate and provide a geographical community sound content broadcasting service under this Licence is—“**Education Broadcasting Station**”
- 5.2. The Licensee shall not change the name of the station without obtaining the prior written authorization of the Authority in accordance with such procedures as may be determined by the Authority from time to time.
- 5.3. The Licensee may, in the place of the name of the station as specified in sub-clause 5.1 hereof, and in its discretion, use the shortened form of its name. Provided that clause 5.2 hereof shall apply in respect of the said shortened form of the Licensee's name. Further provided that this sub-clause shall be subject to any relevant and applicable laws governing the use of abbreviated names in the Republic and at international level.

6. Roll Out Obligations

- 6.1. The Licensee shall roll out services within twelve (12) months from the Effective Date of its license.
- 6.2. Where the Licensee fails to roll out within the prescribed period, the Licence shall be deemed to be automatically revoked.
- 6.3. The Authority may extend the roll out period referred to in subsection (1):
- (a) only once;
 - (b) for a period not longer than 12 months; and
 - (c) only on grounds of force majeure event as accepted by the Authority.

7. Programming

- 7.1. The Licensee shall within 120 days from the Effective Date submit to the Authority its Programme Schedule. The Programme Schedule shall form part of this Licence as Annex 1.
- 7.2. The Licensee shall notify the Authority of any intended modification to the Programme Schedule
- 7.3. The Licensee shall not amend more than 20% of its programme schedule without prior authorisation from the Authority.

8. General Terms and Conditions for a Broadcasting Content Service Licence

- 8.1. The Licensee shall comply with the General Terms and Conditions for a Broadcasting Content Service Licence published by the Authority in the Government Gazette and as amended from time to time.

9. Notices

- 9.1. All communication between the parties made pursuant to this Licence shall be in writing, and shall be sent or transmitted to the following addresses:

In case of the Authority, to:

The Director General

MACRA House

Salmin Armour Road

Private Bag 261

Blantyre

Telephone number: (265)1 883 611

Facsimile Number: (265) 1 883 890

E-mail address: dg-macra@macra.mw

In the case of the Licensee; to

The Station Manager

Physical address: Malawi College of Distance Education, Johnson Road, Ginnery Corner, Blantyre

Postal address: Private Bag 302, Chichiri, Blantyre 3

Telephone number: 01870088/01870206

Facsimile Number: 01870452

E-mail address: edubroadcastingstationmw@gmail.com

9.2 Should the Licensee's particulars change, the Licensee shall inform the Authority not later than seven (7) days before the change.

Signed on this 14th day of January, 2022.

STANLEY C KHAILA PHD

Chairperson

DAUD SULEMAN

Director General

ANNEX 1

Clause 6.1

LICENCE FORMAT

Licensee :

Station Name :

DESCRIPTION OF FORMAT

This Licence is issued to the Licensee subject to the maintenance of a mixed format comprising the elements listed below:

1. Educational programmes
2. Entertainment programmes
3. News update

4. Sports news
5. Spiritual programmes
6. Health issues
7. Environmental programmes
8. Documentaries
9. Drama
10. Socio-Economic Programmes
11. Innovation

The Licensee shall introduce educational programmes covering, inter alia:-

- (a) HIV-Aids
- (b) Position of women, children and the disabled
- (c) Career guidance
- (d) General health and hygiene, and any other educational areas as may be required by the targeted audience.

THE OFFICIAL JOURNALS OF PATENTS, TRADE MARKS
AND DESIGNS

for

MALAWI

CLOSING HOUR FOR ACCEPTANCE OF COPY

Advertisers should note that the closing day for the acceptance of 'copy' is the last Wednesday of each month.

Any copy received after this day will be held over for the following month.

ADVERTISEMENT RATES

With effect from 1st January, 2018, rates for advertising are as follows—

Full column	..	..	..	K48,600
Three-quarters column	..	..	..	K40,500
Half column	..	..	..	K27,000
One-third column	..	..	..	K20,250
Quarter column or less	..	..	..	K12,150

No Patent or Trade Mark advertisement will be accepted for publication in the Journals unless it is in the approved form and accompanied by proof of the authority of the Registrar of Patents or of Trade Marks, as the case may be, for publication.

No responsibility can be accepted for losses arising from omissions or typographical errors.

Manuscript of Advertisements should be written on one side of the paper only and not as a part of the covering letter. All proper names must be plainly incised; in the event of any name being incorrectly printed as a result of indistinct writing, the advertisement can be republished only on payment of the cost of another insertion.

All cheques, bank drafts, postal orders or money orders must be crossed and made payable to the Government Printer, P.O. Box 37, Zomba.

SUBSCRIPTION RATES

The subscription rates for the combined Journals are as follows—

K100,000 within Malawi for 12 months.

US\$1,900 outside Malawi for 12 months.

The subscription year starts on 1 January and ends on 31 December each year.

Price per single copy K3,500.

Subscriptions are payable in advance through the Government Printer, P.O. Box 37, Zomba, Malawi.

Address correspondence to—

(1) Either the Registrar of Patents or the Registrar of Trade Marks (as the case may be), P.O. Box 100, Blantyre, Malawi, in connexion with all matters pertaining to Patents and Trade Marks.

(2) The Government Printer, P.O. Box 37, Zomba, Malawi, in connexion with subscriptions and publication of Patents and Trade Marks advertisements.

PATENTS AND TRADE MARKS JOURNAL

*Published on the second
Wednesday of the month*

Subscription: K51,000 per annum (Malawi)
US\$1900 per annum (Abroad)

Price: K3,500 per copy

Obtainable from—

The Government Printer
P.O. Box 37
Zomba

Tel: 099 2993536

MALAWI GOVERNMENT GAZETTE

(General Notices, Government Notices and Acts)
Published Weekly (Fridays)

Price varies depending on number of pages

Available at:

Government Press	Government Press	Government Press
P.O. Box 37	Lilongwe Branch	Mzuzu Office
Zomba	P.O. Box 216	P.O. Box 20048
Tel.: 01 525 155	Lilongwe	Luwingu
Fax: 01 525 175	Tel.: 01 755 904	Mzuzu 2
01 524 301		Tel.: 01 332 558

REVISION OF GOVERNMENT GAZETTE, PATENTS, AND TRADE MARKS JOURNAL PRICES AND SUBSCRIPTION RATES

Due to high production costs of material used in printing, government Press has found it necessary to revise the prices and subscription rates upwards of their products such as the Malawi Government Gazette, Government Notices, Bills and Acts, Patents and Trade Marks Journal and also postage charges for both domestic and abroad with effect from **1st January, 2018**

GOVERNMENT GAZETTE

Subscription rates—

Subscription per annum .. K135,000.00 (Malawi)
Subscription per annum .. US\$1900 (Abroad)

Advertisement Rates and Notices—

Full page	.. ..	K54,000.00
Full column	.. ..	K36,450.00
Three-quarters column	.. ..	K27,000.00
Half column	.. ..	K20,250.00
One-third column	.. ..	K 10,800.00
Quarter column	.. ..	K 6,700.00

(a) General Notices Prices—

Page	Amount	Page	Amount
2	K500.00	40	K2,278.00
4	K600.00	44	K2,506.00
8	K700.00	48	K2,734.00
12	K800.00	52	K2,963.00
16	K900.00	56	K3,190.00
20	K1,000.00	60	K3,417.00
24	K1,100.00	64	K3,645.00
28	K1,200.00	68	K3,873.00
32	K1,800.00	72	K4,100.00
36	K2,050.00	76	K4,350.00

(b) Government Notices, Bills and Acts Prices—

Page	Amount	Page	Amount
2	K500.00	40	K2,278.00
4	K600.00	44	K2,506.00
8	K700.00	48	K2,734.00
12	K800.00	52	K2,963.00
16	K900.00	56	K3,190.00
20	K1,000.00	60	K3,417.00
24	K1,100.00	64	K3,645.00
28	K1,200.00	68	K3,873.00
32	K1,800.00	72	K4,329.00
36	K2,050.00	76	K2,200.00

Change of Name K6,750.00 per name
Deceased Estates K 500.00 per name

S. LIGOMEKA
Comptroller of Publications and
Printing Services

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