

**LICENCE FOR THE GRANT OF RIGHTS OF USE OF RADIO FREQUENCY SPECTRUM FOR THE  
ESTABLISHMENT AND OPERATION OF A TERRESTRIAL DIGITAL AUDIO BROADCASTING (T-  
DAB) NETWORK**

Licence Reference: MCA/L/14-1962

This Licence is being granted by the Malta Communications Authority in exercise of the powers conferred by the Electronic Communications (Regulation) Act, (Cap. 399 of the Laws of Malta).

<b>Date of Issue:</b>	<b>22<sup>nd</sup> March 2006</b>
<b>Date of Amendment:</b>	<b>27<sup>th</sup> August 2014</b>
<b>Date of Expiry:</b>	<b>22<sup>nd</sup> March 2022</b>
<b>Name of Licensee:</b>	<b>Digi B Network Limited</b>
<b>Registered Address:</b>	<b>136, Alwetta Street, Mosta</b>
<b>Company Registration Number:</b>	<b>C35571</b>

**PART I – BACKGROUND, DEFINITIONS AND ASSIGNMENT**

**Article 1 - Background**

This Licence awards to the Licensee the right to use the radio frequency spectrum defined in this Licence for the purposes of implementing and operating a terrestrial digital audio broadcasting (hereinafter referred to as 'T-DAB') Network according to the conditions listed hereunder.

**Article 2 - Definitions**

2.1 Any reference in this Licence to the "Act" is a reference to the Electronic Communications (Regulation) Act (Cap. 399 of the Laws of Malta) and subject to article 2.2 of this Licence, the provisions of the said Act shall apply to this Licence.

2.2 In this Licence, unless the context otherwise requires:

"Authority" means the Malta Communications Authority;

“National coverage” means the coverage of all the islands of the Maltese Archipelago;

“Terrestrial Digital Audio Broadcasting – (T-DAB)” means a family of standards for terrestrial digital audio broadcasting services as developed by the European Telecommunications Standards Institute;

“T-DAB Network” means a delivery platform, predominantly for the broadcasting or retransmission of audio programmes, in digital format using the T-DAB standard;

“T-DAB service” means a public electronic communications service, predominantly of audio broadcasting or retransmission, which is provided over a T-DAB network;

### **Article 3 – Grant of Licence**

- 3.1** By virtue of this Licence, the Authority hereby assigns to **Digi B Network Limited** (hereinafter referred to as the “Licensee”), the right of use of the radio frequencies mentioned in article 4 of this Licence, for the period and subject to the terms, conditions and limitations stated in this Licence.

### **Article 4 - Description of the Radio Frequency Spectrum**

- 4.1** The radio frequencies, the right of use of which is being granted to the Licensee by virtue of this Licence, are those described in Annex I to this Licence.

## **PART II – TERMS, CONDITIONS AND LIMITATIONS**

### **Article 5 - Term of Licence**

- 5.1** This Licence shall be valid for a term of eight (8) years, which shall commence from the date on which this Licence is first issued, unless otherwise lawfully terminated in accordance with the Act and, or this Licence.
- 5.2** Unless otherwise communicated by the Authority to the Licensee at least two (2) years prior to the date of expiry of this Licence, this Licence shall be renewed for a further period of eight (8) years upon expiry of the term mentioned in article 5.1 of this Licence:

Provided that, in the event that this Licence is renewed upon its expiry in accordance with this article, no further extension or renewal shall be granted by the Authority.

- 5.3** Without prejudice to the Authority's right not to renew the Licence beyond the term of this Licence, this Licence may not be renewed should any of the following events occur:
- i) any laws, regulations, directives and, or decisions of the Authority are breached by the Licensee;
  - ii) changes in radio frequency management requirements are being considered at a national or international level for the radio frequencies the right of use of which is being granted by virtue of this Licence; or
  - iii) an overriding policy need arises.
- 5.4** Irrespective of whether the Licensee is still using the radio frequencies, the right of use of which is granted to him by virtue of this Licence, the Authority shall, at any time prior to the expiry of this Licence, have the right to commence any procedures necessary for the re-assignment of the rights of use of the said radio frequencies upon the expiry of this Licence.

#### **Article 6 - Use of Radio Frequencies**

- 6.1** The radio frequencies mentioned in article 4 of this Licence shall be used by the Licensee only to establish and operate a T-DAB Network, subject to the terms, conditions and limitations stated in this licence, which Network should be used predominantly for the broadcast and retransmission of audio services, unless otherwise previously authorised in writing by the Authority.
- 6.2** The radio frequencies mentioned in article 4 of this Licence, shall only be used by the Licensee. The right of use of the said frequencies and this Licence may not be assigned or transferred to third parties, unless otherwise previously authorised in writing by the Authority:
- Provided that a change, in any way whatsoever, in the ownership of shares with voting rights of the Licensee will be considered to constitute an assignment or transfer of frequency spectrum.
- 6.3** The Licensee shall immediately in writing inform the Authority of any changes effected to its corporate structure, including, but not limited to, any changes in shareholding, and registered address.

#### **Article 7 - Fee for Right of Use of Radio Frequency Spectrum**

- 7.1** The Licensee shall, in consideration of the right of use of the radio frequencies being granted by virtue of this Licence, immediately upon the grant of the right of use of

the radio frequencies mentioned in article 4 of this Licence and, for the duration of this Licence, by not later than each anniversary of this Licence, pay the Authority the sum of one thousand Maltese Liri (Lm 1,000) *per annum* for each of the radio frequency channels the right of use of which is being granted by virtue of this Licence by such means and on such terms as the Authority may determine:

Provided that the Licensee shall effect such periodic payments punctually and any late payments shall be subject to such interest rates as are applicable at law:

Provided further that any non-payment or late payment of any dues under this article shall constitute a breach of this Licence.

- 7.2** All payments effected by the Licensee in accordance with article 7.1 of this Licence are not refundable.

#### **Article 8 - Non-Interference**

- 8.1** The Licensee shall comply with any directives and, or decisions, however so described, issued by the Authority in relation to harmful interference.
- 8.2** The Licensee shall ensure that its T-DAB Network at all times complies with the technical and performance standards generally accepted by the industry or as may be prescribed by the Authority or accepted by the Authority as being adequate to ensure that such system does not cause harmful interference with, seriously reduce the quality of, or repeatedly disrupt the lawful use or operation of, any other electronic communications networks and, or services.
- 8.3** The Licensee shall ensure that its T-DAB Network does not cause harmful interference with, seriously reduce the quality of, or disrupt the lawful use or operation of, any other electronic communications networks and, or services.
- 8.4** Neither the Authority, nor the Government of Malta, shall be held responsible in any manner whatsoever by the Licensee for any harmful interference that may hinder the use or operation of its T-DAB Network.

#### **Article 9 - Exposure to Electromagnetic Fields**

- 9.1** The Licensee shall comply with any radiation emission standards adopted and published by the International Commission for Non-Ionising Radiation Protection (ICNIRP) and any other appropriate standards as may be specified by law or by the Authority.

- 9.2** The Licensee shall comply with any decisions issued by the Authority in relation to electromagnetic radiation and ensure that its T-DAB Network at all times comply with the technical and performance standards generally accepted by the industry or as may be prescribed by the Authority in line with national and European Community Law, or accepted by the Authority as being adequate to ensure the limitation of exposure of the general public to electromagnetic fields.
- 9.3** The Licensee shall ensure that its T-DAB Network is not installed or operated at a location and in a manner such as to be the cause of the aggregate non-ionising radiation emissions exceeding the limits published by the ICNIRP or any other appropriate standards as may be specified by law or by the Authority.

#### **Article 10 - Roll-out and Coverage Requirements**

- 10.1** The Licensee shall ensure that, by virtue of its T-DAB network, each of the radio frequencies the right of use of which is being granted by virtue of this Licence, achieves national coverage in accordance with the coverage requirements and timeframes set out in **Annex II** of this Licence and the conditions listed in this Licence:

Provided that the Licensee's obligation under this article shall not apply if subsequent to a request in writing by the Licensee, the Authority agrees in writing that it is not practicable for the Licensee to carry out its obligations under this article.

#### **Article 11 - Information**

- 11.1** The Licensee shall facilitate and ensure access to any information that the Authority may, in accordance with its functions at law, request.
- 11.2** The Licensee shall promptly provide to the Authority, in such a manner and at such times as the Authority may reasonably request, any information related to the use of the radio frequency spectrum assigned to the Licensee, or any other information that the Authority considers necessary to ensure compliance with this Licence and with the provisions of any law, or for statistical purposes.
- 11.3** The Licensee shall immediately in writing inform the Authority of any changes effected to its corporate structure, including, but not limited to, any changes in shareholding, and registered address.

## **Article 12 - Further Compliance**

### **12.1** The Licensee shall comply with:

- (i) all laws;
- (ii) any orders, decisions or other directives, however so described, of the Authority; and
- (iii) all the articles of this Licence.

### **12.2** Nothing in this Licence shall absolve the Licensee from any legal requirement to obtain any other permissions, authorisations or licences, however so described, as may be necessary for the provision of the service and for the exercise of its rights and the discharge of its obligations under this Licence:

Provided that failure on the part of the Licensee to comply with any other requirements shall not exempt the Licensee from any failure to discharge its obligations under this Licence;

Provided further that the Licensee shall be solely responsible for all costs, expenses and other commitments, however so described, whether financial or otherwise, in respect of the Licence and the provision of the service, and the Authority shall bear no responsibility for any such costs, expenses or commitments.

## **Part III - Licence Termination and Variation**

### **Article 13 - Termination**

#### **13.1** This Licence shall be automatically terminated and returned by the Licensee to the Authority, and the rights of the Licensee over the use of the frequency shall terminate immediately in any of the following cases:

- (a) upon the expiration of the term of the Licence;
- (b) upon renunciation by the Licensee;
- (c) upon revocation of this Licence in accordance with the articles of this Licence and, or of law;
- (d) upon insolvency, liquidation or bankruptcy of the Licensee; or
- (e) upon the winding up or dissolution of the Licensee.

- 13.2** The termination of this Licence on any of the grounds mentioned in paragraphs (b) to (e) of article 13.1 of this Licence will be without prejudice to the obligation of the Licensee to pay the full amount of the fee for the right of use of spectrum frequency that would have been paid by the Licensee throughout the whole duration of this Licence and fulfil any obligation arising prior to the said termination.
- 13.3** The termination of this Licence on any of the grounds mentioned in paragraphs (b) to (e) of article 13.1 above will be without prejudice to any measures that may be taken by the Authority with respect to the Licensee's failure to comply with its roll-out and coverage obligations as mentioned in article 10 of this Licence.

#### **Article 14 - Rights and Remedies of the Authority**

- 14.1** The Authority shall, in accordance with its powers at law, have the power to, *inter alia*:
- (a) impose administrative fines on the Licensee for any non-compliance with the conditions of this Licence; and
  - (b) suspend or revoke this Licence for serious and repeated breaches of the conditions of this Licence.
- 14.2** The Authority may add to, or amend any of the terms and conditions of this Licence, including the frequency spectrum the right of use of which is being granted by this Licence, when such additions, amendments or withdrawals are necessary as a result of any international obligations entered into by the Authority or by the Government of Malta, including the coordination of frequencies at an international level, or by the need to ensure compliance with the Act or any other law, or by the need to ensure efficient frequency planning:

Provided that the Authority shall not be held responsible in any manner whatsoever for any damages suffered or expenses incurred by the Licensee as a result of any amendment of the terms or conditions of this Licence or the withdrawal of this Licence:

Provided further that the Authority should inform the Licensee in advance and take into account its views if relevant impact is foreseeable on the Licensee's T-DAB network and circumstances so permit, granting a reasonable timeframe for the implementation of the relevant additions and, or amendments to the conditions.

- 14.3** If any article of this Licence is declared to be unenforceable by any court of law or tribunal however so described, such declaration will have no effect on the enforceability of the remaining articles of this Licence, all of which will remain in force until the termination of this Licence.
- 14.4** The Authority and any persons duly authorised by the Authority to act on its behalf, shall have the right to carry out inspections and measurements on any site and equipment, being operated by the Licensee at any reasonable time, for the purpose of ensuring that the Licensee is abiding with the conditions of this Licence and, or with any legal requirements:
- Provided that in cases of manifest urgency the Authority may carry out any such inspections outside normal business hours.
- 14.5** All the conditions under this Licence shall for the purposes of law be considered as decisions imposed by the Authority and any failure to abide with any such conditions, may, without prejudice to any other measures that the Authority may in accordance with law take, be sanctioned by the imposition of the appropriate administrative fines in accordance with law.
- 14.6** The Act, any other national laws and decisions of the Authority shall apply to the Licensee for all purposes and shall form an integral part of this Licence.



**Ing. Helga Pizzuto**  
**Chief of Spectrum Management and Technology**  
**Malta Communications Authority**

*27<sup>th</sup> Aug 2014*  
Date

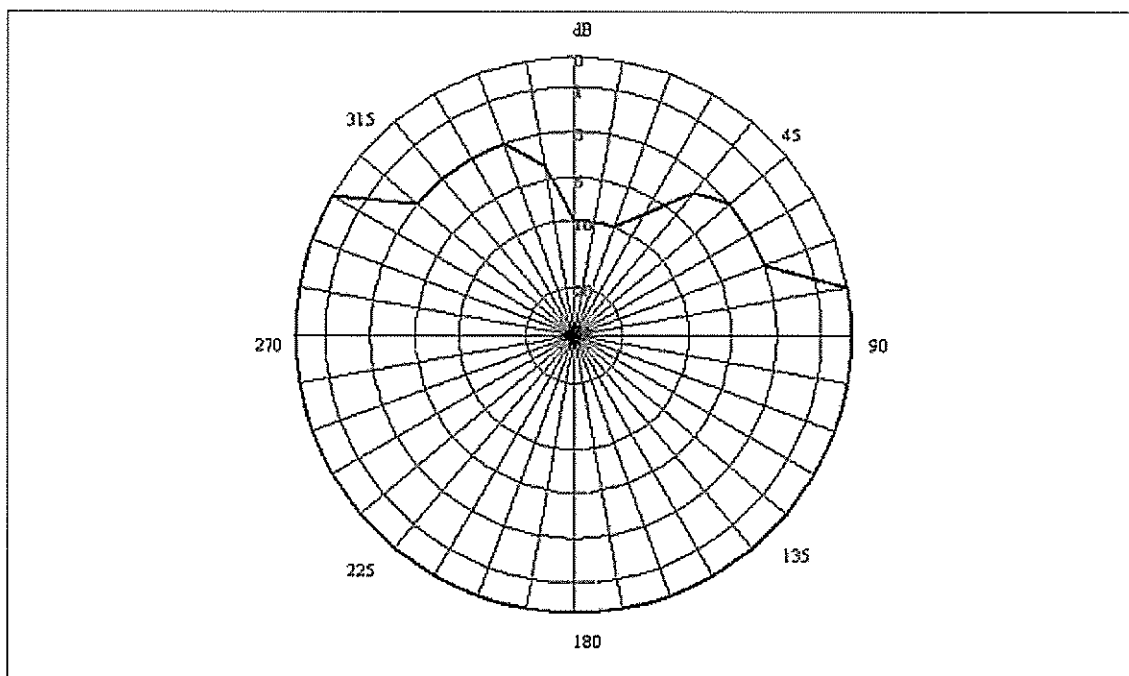


## Annex I - Description of Radio Frequency Spectrum

Frequency	Block Number	Centre Frequency	Block B/W
Frequency A	12A	223.936 MHz	223.168 - 224.704 MHz
Frequency B	6A	181.936 MHz	181.168 - 182.704 MHz
Frequency C	6C	185.360 MHz	184.592 - 186.128 MHz

### Technical parameters associated with frequency block 12A

Transmission site name	Gharghur								
Geographical coordinates									
Latitude	35N5459								
Longitude	014E2659								
Centre Frequency	223.936 MHz								
Block B/W	223.168 – 224.704								
Polarisation	Vertical								
Maximum Effective Radiated Power	35 dBW								
Height of transmitting antenna above ground level	52 meters								
Maximum effective antenna height	178 meters								
Spectrum mask	Non-critical								
Type of Reception	Portable indoor								
Antenna attenuation – value of the attenuation of the vertically polarised component, normalised to 0 dB, at 36 different azimuths in 10° intervals, measured in the horizontal plane from True North in a clockwise direction									
0°	10	10	10	7.5	4	3	3	3	0
90°	0	0	0	0	0	0	0	0	0
180°	0	0	0	0	0	0	0	0	0
270°	0	0	0	0	3	3	3	3	5



## **Annex II – Coverage Requirements and Timeframes**

Applicants must achieve full national coverage at no less than ninety-five percent (95%) probability for each of the radio frequencies the right of use of which is being granted to the Licensee by virtue of this Licence within eighteen (18) months from the date of the issue of the Licence or of notification by the Authority of successful coordination of the specific radio frequencies, whichever date is the latest:

where 'Coverage' means that the wanted received field strength from the broadcast station or a group of broadcast stations in the case of a single frequency (SFN) T-DAB Network is equal to or exceeds the usable field strength defined for specified reception conditions on the land of the whole of the Maltese islands; and

where to achieve a probability of 95% coverage, the minimum median field strength at 10m above ground level, for 50% of the time and at 50% of the locations, shall be or exceed 58 dB  $\mu$ V/m at 500 MHz (for the frequencies with Centre F at 181.936, 185.360, 223.936).