

**GRANT OF RIGHTS OF USE OF RADIO SPECTRUM FOR  
THE ESTABLISHMENT AND OPERATION OF A TERRESTRIAL SYSTEM CAPABLE OF PROVIDING  
WIRELESS BROADBAND ELECTRONIC COMMUNICATION SERVICES**

Licence Reference No. MCA/L/21-4207

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>Commencement Date:</b>	<b>17 May 2021</b>
<b>Term of Grant:</b>	<b>15 years</b>
<b>Name of Licensee:</b>	<b>Melita Limited</b>
<b>Registered Address:</b>	<b>Gasam Centre Triq il-Merghat Zone 1, Central Business District Birkirkara</b>
<b>Company Registration Number:</b>	<b>C 12715</b>

**Article 1. Definitions**

1.1 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 1.2 of this Licence, the provisions of the said Law shall apply to this Licence.

1.2 In this Licence, unless the context otherwise requires:

"3.6 GHz band" means the frequency range between 3400 MHz and 3800 MHz;

"Authority" means the Malta Communications Authority;

"the Commencement Date" means the **17<sup>th</sup> May 2021**, being the date when the Original Licence was issued;

"coverage territory" means all the islands of the Maltese Archipelago, excluding the territorial waters and airspace thereof, within which access by users to the technologies and electronic communications services being provided over the relevant network is possible;

"ECC/Rec/(15)01" refers to the most recent version of the Recommendation of the Electronic Communications Committee within the European Conference for Postal and Telecommunications Administrations on Cross-border Coordination for Mobile/Fixed Communications Networks (MFCN) in the frequency bands: 694-790 MHz, 1427-1518 MHz and 3400-3800 MHz;

"ECC/Rec/(20)03" refers to the most recent version of the Recommendation of the Electronic Communications Committee within the European Conference for Postal and Telecommunications Administrations on *frame structures to facilitate cross-border coordination of TDD MFCN in the frequency band 3400-3800 MHz*;

"Extended term" means a term of five (5) years commencing on the first day immediately after the lapse of the Initial term;

"holders" refers to a person or company other than the Licensee, granted rights of use of radio spectrum by the Authority;

"Initial term" means a term of fifteen (15) years commencing on the Commencement Date;

"the Licensee" means Melita Limited, a company registered in Malta with number C 12715;

"MCA Decision No. MCA/D/21-4177" means Decision No. MCA/D/21-4177 published by the Authority on the 7<sup>th</sup> April 2021 concerning the *Assignment Process for Additional Spectrum for Wireless Broadband in the 700 MHz, 3.6 GHz and 26 GHz bands as could be amended from time to time*;

"Radio Spectrum" means the radio spectrum defined in Annex I to this Licence;

"terrestrial wireless system" means a terrestrial system compliant with the technical parameters laid down in Annex I to this Licence, which is capable of providing wireless broadband electronic communications services.

## **Article 2. Grant of Licence**

- 2.1 By virtue of this Licence, the Authority hereby assigns to the Licensee the right of use of the Radio Spectrum for the purpose of establishing and operating a terrestrial wireless system according to the conditions listed hereunder and any other conditions determined in the MCA Decision No. MCA/D/21-4177.

## **Article 3. Licence Duration**

- 3.1 This Licence shall be valid for a term of fifteen (15) years which shall commence on the Commencement Date and expire on the **16<sup>th</sup> May 2036**, unless otherwise lawfully terminated in accordance with the Act and, or this Licence.
- 3.2 The Initial Term of the Licence may be extended by the Authority by an additional term of five (5) years which shall commence on the first day immediately after the lapse of the Initial Term:

Provided that the procedures to be undertaken by the Authority with regards to extending the Initial Term of the Licence shall be in accordance with those described in MCA Decision No. MCA/D/21-4177 or any other Decision published by the Authority:

Provided further that the Authority may vary the terms, conditions and limitations of the licence for the Extended Term.

- 3.3 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 all or part of the rights of use of the Radio Spectrum, irrespective of whether the Licensee is still using the Radio Spectrum the right of use of which, was granted by virtue of this Licence:



Provided that such re-assignment will become effective either upon expiry of this Licence or upon termination of the Licence in accordance with Article 11 of this Licence or upon approval by the Authority of a request submitted by the Licensee to hand back the Radio Spectrum in accordance with Article 12 of this Licence.

#### **Article 4. Use of the Radio Spectrum**

- 4.1 The Radio Spectrum shall be used by the Licensee only to establish and operate a terrestrial wireless system and subject to the terms, conditions and limitations stated in this Licence and at Law:

Provided that the Authority or the Government of Malta may impose any terms, conditions and limitations as it may consider appropriate to satisfy the exigencies of defence, public security or civil protection requirements.

- 4.2 The Licensee shall at all times ensure that the Radio Spectrum is used efficiently and in accordance with the Authority's directions:

Provided that failure by the Licensee to use all of the Radio Spectrum within the timeframes set out in MCA Decision No. MCA/D/21-4177 and throughout the remaining term of this Licence will constitute a breach of this Licence shall entitle the Authority to terminate the rights of use for the unused radio spectrum or to impose other measures in accordance with Article 11.4 of this Licence.

- 4.3 Without prejudice to any requirements set out at law, the Licensee may coordinate with other holders with the aim of: (a) sharing of passive or active infrastructure which rely on radio spectrum or Radio Spectrum itself; (b) conclude commercial roaming access agreements which rely on the use of radio spectrum; and (c) jointly roll-out infrastructures for the provision of electronic communications networks or services which rely on the use of radio spectrum.

- 4.4 The Radio Spectrum shall only be used by the Licensee. The right of use of the Radio Spectrum may not be transferred or leased to third parties, unless otherwise previously authorised in writing by the Authority:

Provided that a change as provided for in Article 10.3 and Article 10.4 of this Licence shall be considered to constitute an assignment or transfer of the Radio Spectrum.

#### **Article 5. Fee for Right of Use of Radio Spectrum**

- 5.1 The Licensee shall immediately prior to the Commencement Date and thereafter annually or as the Authority may from time to time determine, in advance, for the duration of this Licence, pay to the Authority the fees stipulated from time to time in the relevant legislation in respect of the Radio Spectrum:

Provided that the Licensee shall effect such payments punctually and that any late payments shall be subject to the maximum interest rate applicable at law:

Provided further that any non-payment or late payment of the full fees under this Article shall also constitute a breach of this Licence and entitle the Authority to terminate the same Licence.

- 5.2 All payments effected by the Licensee in accordance with Article 5.1 of this Licence are not refundable by the Authority and/or the Government of Malta.

**Article 6. Non-Interference**

- 6.1 The Licensee shall comply with any Decisions and, or Directives, however so described, issued by the Authority in relation to harmful interference.
- 6.2 The Licensee shall ensure that the terrestrial wireless system shall at all times comply 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.
- 6.3 The Licensee shall ensure that its terrestrial wireless system 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, however so described, operating in the 3.6 GHz band and in any other band adjacent to it.
- 6.4 The Licensee shall be required to implement measures which the Authority considers to be most appropriate to mitigate any harmful interference which could be caused by the terrestrial wireless system being operated by the Licensee, including at any indoor site where synchronisation is not deployed.
- 6.5 As a measure to reduce risks of cross-border harmful interference, the Licensee shall:
- a) ensure that the mean field strength of each cell produced by the base station comprising the terrestrial wireless system does not exceed the trigger values described in Table 3 of ECC/REC/(15)01; and
  - b) coordinate with other holders having similar rights of use of radio spectrum in the 3.6 GHz band in order to use the preferential physical-layer cell identifiers identified for use to Malta, in accordance with ECC/REC/(15)01.
- 6.6 The frame structure for the terrestrial wireless system shall be in accordance with 'Frame 'A' of ECC/Rec(20)03:

Provided that the Licensee may request the Authority to use a different frame structure within the first six (6) months from the Commencement Date following agreement reached with other holders of rights of use of radio spectrum in the 3.6 GHz band on an alternate frame structure.

- 6.7 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 terrestrial wireless system.



**Article 7. Exposure to Electromagnetic Fields**

- 7.1 The Licensee shall comply with the most recent published version of any radiation emission standards adopted and published by the International Commission on Non-Ionising Radiation Protection (ICNIRP) and any other appropriate standards as may be specified by national and, or international legislation, by the Authority or by any other national competent authority.
- 7.2 The Licensee shall comply with any Decisions however so described, issued by the Authority or any other national competent authority, in relation to electromagnetic radiation, and shall ensure that its terrestrial wireless system at all times complies with the technical and performance standards generally accepted by the industry, or as may be prescribed by the Authority in line with national and, or international legislation, or accepted by the Authority or any other national competent authority, as being adequate to ensure the limitation of exposure of the general public to electromagnetic fields.
- 7.3 The Licensee shall ensure that its terrestrial wireless system 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 national and, or international legislation, by the Authority or by any other national competent authority.
- 7.4 The Licensee shall take utmost account of any guidelines which may from time to time be issued by the Authority and, or by any other national competent authority regarding the exposure to electromagnetic fields.
- 7.5 The Licence may be required by the Authority to desist from the use of radiocommunications apparatus comprising the terrestrial wireless system if the Authority considers that the measurement methodology or procedure, however so described, adopted by the Licensee with regards to electromagnetic fields is not adequate in ensuring compliance with exposure to electromagnetic fields.

**Article 8. Rollout and Coverage Requirements**

- 8.1 The Licensee shall ensure that throughout the term of the Licence, access to any technologies and electronic communications services deployed in the Radio Spectrum are made available to users in the Coverage Territory in accordance with the coverage requirements and timeframes set out in MCA Decision No. MCA/D/21-4177 such that users can adequately access the electronic communications services provided over the terrestrial wireless system:

Provided that the Licensee's obligations 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.

- 8.2 In consideration of Article 8.1 of this Licence, the Licensee shall provide the Authority with detailed rollout plans on how it intends to make its terrestrial wireless system available to users in the Coverage Territory:

Provided that the detailed rollout plans to be submitted to the Authority may be incorporated in the reporting and notification requirements established under the General Authorisations (Radiocommunications Apparatus) Regulations (S.L.399.40 of the Laws of Malta) prior to installing or using radiocommunications apparatus comprised in the terrestrial wireless system.

#### **Article 9. Information**

- 9.1 The Licensee shall facilitate and ensure access to any information that the Authority may, in accordance with its functions at law, require.
- 9.2 The Licensee shall promptly provide 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 Spectrum assigned to the Licensee, the terrestrial wireless system operated by the Licensee or any other information that the Authority considers necessary to ensure compliance with this Licence, MCA Decision No. MCA/D/21-4177, any others Decisions and, or Directives and, or with any law, or for statistical purposes.
- 9.3 In consideration of Article 8 of this License, the Licensee shall publish information on the coverage of any technologies and electronic communications services made available to users in the Coverage Territory, in accordance with MCA Decision No. MCA/D/21-4177:

Provided that the information to be published by the Licensee shall be in the format which the Authority may prescribe from time to time.

- 9.4 In consideration of Article 8 of this License, the Licensee shall publish information on the locations or relevant areas within the Coverage Territory where access to any technologies and electronic communications services is unavailable or degraded due to maintenance or failure of the terrestrial wireless system, in accordance with MCA Decision No. MCA/D/21-4177:

Provided that the information to be published by the Licensee shall be in the format which the Authority may prescribe from time to time.

- 9.5 The Licensee shall provide the Authority with information on the key infrastructure assets comprising the terrestrial wireless system and shall include the details on the relevant current and potential future suppliers of these assets.
- 9.6 The Licensees obligation under Articles 9.3, 9.4 and 9.5 of this Licence shall remain in force until the termination of this License.

#### **Article 10. Further Compliance**

- 10.1 The Licensee shall comply with:

- a) all applicable national and international legislation;
- b) all the articles of this Licence; and
- c) any Decisions and, or Directives however so described, of the Authority.



- 10.2 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.

- 10.3 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 of the ownership, or any change that results in a change of effective control of the undertaking, any change to its company name and to its registered address.
- 10.4 Upon amalgamation either by acquisition, or by the formation of a new company of two or more undertakings with different company registration numbers allocated by the competent authority responsible for the registration of commercial partnerships under the Companies Act (Cap. 386 of the Laws of Malta), the Licensee is obliged to in writing inform the Authority immediately.

#### **Article 11. Termination**

- 11.1 Without prejudice to any other measures, including the imposition of penalties however so described that may be taken at law for the non-observance of the conditions of this Licence, this Licence may be withdrawn at any time by the Authority if any of the conditions laid down at law or in any part of this Licence are not observed.
- 11.2 The Authority shall be entitled to automatically terminate this Licence and request the Licensee to return the Licence to the Authority, in any of the following cases:
- a. upon the expiration of the term of the Licence;
  - b. upon the Licensee handing back all of the Radio Spectrum to the Authority, in accordance with Article 12 of this Licence;
  - c. upon renunciation to the Licence by the Licensee;
  - d. upon revocation of this Licence in accordance with the articles of this Licence and, or of law;
  - e. upon a change in relation to the shareholding or ownership of a Licensee in accordance with Article 10.3 of this Licence;
  - f. upon amalgamation either by acquisition, or by the formation of a new company of two or more undertakings in accordance with Article 10.4 of this Licence;
  - g. upon insolvency, liquidation or bankruptcy of the Licensee; or
  - h. upon the winding up or dissolution of the Licensee.



- 11.3 Termination of the Licence in terms of Article 11.2 of this Licence shall take place with immediate effect from the date specified in the written notification and the Licensee shall have no claim against the Authority in respect of such termination.
- 11.4 In addition to the above, if the Authority is of the view that the spectrum, the rights of use of which are awarded by virtue of this Licence, is not being used, or is not being utilised efficiently, it will notify its view in writing to the Licensee. The Licensee will have to rectify the situation within such periods as the Authority may consider appropriate in the circumstances, which period shall in no case exceed three (3) months from the written notification. If the Licensee fails to rectify matters to the satisfaction of the Authority, then without any further warning the Authority will be entitled to terminate the rights of use being granted herein.
- 11.5 The termination of this Licence on any of the grounds mentioned in paragraphs (c) to (h) of Article 11.2 and Article 11.4 of this Licence will be without prejudice to the obligation of the Licensee to pay with immediate effect upon termination, the fees due for the right of use of Radio Spectrum laid down in Article 5.1 of this Licence for the subsequent three (3) years of this Licence and fulfil any obligations arising prior to the said termination.
- 11.6 The termination of this Licence on any of the grounds mentioned in paragraphs (b) to (h) of Article 11.2 and Article 11.4 of this Licence 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 rollout and coverage obligations as mentioned in Article 8 of this Licence.
- 11.7 The Authority shall be entitled to automatically terminate this Licence giving no less than one (1) year prior written notice giving its justified reason do so, and request the Licensee to return the Licence to the Authority in line with its powers at law.
- 11.8 The termination of this Licence in relation to the rights of use of the Radio Spectrum will entitle the Authority to automatically re-assign the spectrum in question to third parties.

## **Article 12. Hand back**

- 12.1 Without prejudice to Article 11.6 of this Licence, in the event that the Authority so authorises, the Licensee may, whilst incurring the applicable hand back fees, choose to hand back to the Authority all or part of the rights of use of the Radio Spectrum.
- 12.2 The right of the Licensee to hand back all or part of the rights of use of the Radio Spectrum in accordance with Article 12.1 of this Licence will be without prejudice to the Licensee's obligation to effect any payments due to the Authority at the time of the hand back in accordance with Article 5.1.
- 12.3 Any payments that would have already been duly effected by the Licensee to the Authority in accordance with Article 5.1 will not be reimbursed by the Authority or the Government of Malta upon hand back.
- 12.4 Without prejudice to Article 11.6 of this Licence, in the event that the Authority so authorises the handback, the Licensee will be bound to pay the fees, as determined by the Authority in line with the procedure established in MCA Decision No. MCA/D/21-4177.



### Article 13. Rights and Remedies of the Authority

13.1 In addition to its power to terminate this Licence in accordance with Article 11 of the Licence above, the Authority shall, in accordance with its powers at law, have the power to impose administrative fines on the Licensee for any non-compliance with the conditions of this Licence or/and any obligations at law, including MCA Decision No. MCA/D/21-4177, and to call upon any bank guarantees issued by the Licensee in favour of the Authority where the conditions for such an action occur.

13.2 The Authority may add to, or amend or revoke any of the terms and conditions of this Licence, including the Radio Spectrum, the right of use of which is being granted by this Licence, when such additions or amendments are necessary as a result of: any national and, or international obligations entered into by the Authority or by the Government of Malta; or by the need to ensure compliance with the Act or any other national or international legislation; or to satisfy the exigencies of defence, public security or civil protection requirements; 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:

Provided further that the Authority shall in writing inform the Licensee in advance and take into account its views if relevant impact is foreseeable on the Licensee's terrestrial wireless system and if circumstances so permit, grant a reasonable timeframe for the implementation of the relevant additions and, or amendments to the conditions of this Licence.

13.3 If any article of this Licence is declared to be unenforceable by any court of law or tribunal however so described, such declaration shall 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.

13.4 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 on the terrestrial wireless system being operated by the Licensee, at any reasonable time, for the purpose of ensuring that the Licensee is abiding with the articles of this Licence and, or with any legal requirements:

Provided that in cases of urgency the Authority may carry out any such inspections outside normal business hours.

13.5 All the articles under this Licence shall for the purpose of law be considered as Decisions imposed by the Authority, and any failure to abide with any such articles 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.

13.6 Any further terms and conditions on the basis of which this Licence is being issued and which are contained in the Act, any other national and, or international legislation and any Decisions and, or Directives however so described of the Authority shall apply to the Licensee for all purposes and shall form an integral part of this Licence.

13.7 This Licence shall be governed by the Laws of Malta and subject to the exclusive jurisdiction of the Maltese courts.

Signed in Duplicate.



Ing. Antoine Sciberras  
Chief of Spectrum Management & Technology  
*for and on behalf of the Malta Communications Authority*





## Annex I - Description of Radio Spectrum and Technical Parameters

### Radio Spectrum:

*3600 – 3700 MHz*

### Technical Parameters:

The Licensee shall whilst making use of the Radio Spectrum comply with the technical conditions described in MCA Decision No. MCA/D/21-4177, in particular:

- a) the duplex mode of operation shall be time division duplex (TDD); and
- b) the operation of outdoor TDD networks and indoor TDD networks intended for mass events shall be synchronised.

