



MALTA COMMUNICATIONS AUTHORITY

Grant of rights of use of Radio Spectrum for the establishment and operation of a Terrestrial Digital Audio Broadcasting Network

MCA Reference: MCA/L/23-4895

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).

Commencement Date of Licence:	01 April 2023
Expiry Date of Licence:	31st March 2031
Date of Issue of Licence:	01st April 2023
Name of Licensee:	Digi B Networks Ltd
Registered Address:	136, Triq Alwetta, Mosta MST 4508 Malta
Company Registration Number:	C35571

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PART I. DEFINITIONS AND ASSIGNMENT

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 sub-article 1.2, the provisions of the said Act shall apply to this Licence.

1.2 In this Licence, unless the context otherwise requires:

“**Authority**” means the Malta Communications Authority;

“**Terrestrial Digital Audio Broadcasting (hereinafter referred to as ‘T-DAB’) Network**” means a delivery platform primarily for audio broadcasting in digital format;

“**Commencement Date of Licence**” means the date when the grant for the rights of use of spectrum becomes effective;

“**Coverage Territory**” means all the islands of the Maltese Archipelago, excluding the territorial waters and airspace, therefore, within which access by users of the technologies and electronic communications services being provided over the relevant network is possible.

“**Date of Issue of Licence**” means the date when the Licence was issued;

“**Decision**” refers to the Decision entitled “The Assignment Process of Radio Spectrum in VHF band for Terrestrial Digital Audio Broadcasting Services in Malta” with reference number MCA/D/21-4460 published on the 7th February 2022, and includes any amendments that may be made thereto;

“**Expiry Date of the Licence**” means the date when the Licence expires;

“**Licensee**” means Digi B Network Limited, a company registered in Malta with number C 35571;

“**Radio Spectrum**” refers to the radio frequency blocks as listed in Appendix 1 to this Licence; and

“**Single Frequency Network**” refers to a network of synchronised transmitting stations radiating identical signals in the same radio frequency block.

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 stated in Appendix I subject to the terms, conditions and limitations stated in this Licence.

PART II. TERMS, CONDITIONS AND LIMITATIONS

ARTICLE 3 Term of Licence

- 3.1** This Licence shall be valid from the Commencement Date of the Licence until the Expiry Date of the Licence (both days included), unless otherwise lawfully terminated in accordance with the Act and, or this Licence.
- 3.2** The Licensee is entitled to have this Licence renewed for an additional term of a pre-determined period:
- Provided that all the conditions described in sub-article 4.1 are fully satisfied.
- 3.3** Irrespective of whether the Licensee is still using the radio spectrum, the right of use of which is granted to him by virtue of this Licence, the Authority has the right at any time prior to the expiry of this Licence, to commence the procedures necessary for the re-assignment of the rights of use of the aforesaid radio spectrum upon the expiry of this Licence.

ARTICLE 4 Conditions to be met before the renewal of the spectrum Licence

- 4.1** The following conditions shall be complied with by the Licensee prior to the renewal of the Licence, namely that:
- (i) The Licensee is not in breach of any Licence conditions by the Expiry Date of the Licence;
 - (ii) Any issues of compliance that may have arisen during the term of the Licence have been definitively resolved by the Licensee to the satisfaction of the Authority by the Expiry Date of the Licence;
 - (iii) Any licence fees, other dues and any penalties however so described that may have been due by the Licensee to the Authority and, or to Government have been paid as on the Expiry Date of the Licence.
 - (iv) No demand for spectrum in the VHF band suitable for the establishment of T-DAB networks is pending due to lack of availability of spectrum

resources. For the purposes of this paragraph, “demand for spectrum” refers to any such demand that from time to time may be formally registered, processed and deemed as valid by the Authority in accordance with the procedure as stated in Section 4 of the Decision.

- 4.2** The Authority shall, before the Date of Expiry of this Licence, publish the conditions for the rights of use of spectrum for the next term of this Licence.

Such conditions shall, as a minimum, determine:

- (i) the duration of the renewed Licence term;
- (ii) the technical conditions, including, but not limited to, coverage obligations and conditions relevant to the avoidance of cross-border harmful interference; and
- (iii) the fees to be imposed for the renewed rights of use for the radio spectrum.

ARTICLE 5 Use of Radio Spectrum

- 5.1** The Radio Spectrum shall be used by the Licensee only to establish and operate a T-DAB network using a Single Frequency Network, subject to the terms, conditions and limitations herein contained, and any other terms, conditions and limitations which could be determined from time to time by the Authority to ensure compliance with any international obligations of Malta under international agreements in relation to the Radio Spectrum.

- 5.2** The Radio Spectrum shall only be used by the Licensee. The right of use of the said radio spectrum 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 as provided for in sub-article 12.4 and sub-article 12.5 of this Licence shall be considered to constitute an assignment or transfer of Radio Spectrum.

ARTICLE 6 Spectrum Licence Fees

- 6.1** The Licensee shall, immediately prior to the Commencement Date, and thereafter quarterly or as the Authority may from time to time determine, in advance, for the

duration of this Licence, pay 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 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 also constitute a breach of this Licence.

- 6.2** All payments effected by the Licensee in accordance with sub-article 6.1 Licence are not refundable by the Authority and, or the Government of Malta.

ARTICLE 7 Non-Interference

- 7.1** The Licensee shall comply with any Directives and, or Decisions, however so described, issued by the Authority in relation to the avoidance of harmful interference.

- 7.2** The Licensee shall ensure that its T-DAB Network, 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 a network does not cause harmful interference which will reduce the quality of, or repeatedly disrupt the lawful use or operation of, any other electronic communications networks and, or services offered in any band both at national and, or international level:

Provided that the apparatus comprising the T-DAB Network shall be properly installed, maintained, and used for its intended purpose, as directed by the manufacturer of the said apparatus in order to ensure that it does not compromise the efficient use of the radio spectrum and does not cause harmful interference to any other electronic communications networks.

- 7.3** 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 8 Procedures for modifying the T-DAB Network following licence issuance and associated notification requirements

- 8.1** The Licensee shall, by not later than fourteen (14) days from the start of the use of the radio spectrum rights granted under this Licence, notify the Authority of the network configuration. The information should, as a minimum, include the items listed in sub-article 8.8(i) to (iv) of this Licence.
- 8.2** The Licensee shall, in writing, request the Authority's authorisation to modify the T-DAB network by providing:
- (i) the information listed in sub-articles 8.8 (i) to (iv) related to each modified or newly installed transmitter in the network; and
 - (ii) the network configuration in the format listed in the Accompanying Document 3 of Annex 5 of the Decision, both for the active and the proposed modified networks:

Provided that the request shall be received by the Authority at least one hundred and eighty (180) days prior to the date when the Licensee intends to effectively modify its T-DAB network.

- 8.3** The Authority shall, upon the receipt of a written request from the Licensee to modify its T-DAB network under sub-articles 8.2 seek the agreement of those administrations whose territories, are considered to be affected by an increase of the signal level received in their territory, as a result of the T-DAB network modifications proposed by the Licensee.

Provided that the Authority may request the Licensee to modify its T-DAB network further in order to secure the necessary cross-border frequency coordination agreements with the concerned administrations.

- 8.4** The Authority shall in writing communicate the outcome of the process described in sub-article 8.3 with the Licensee, which communication shall be the basis of the Authority's approval or refusal to implement the proposed modifications to the T-DAB network:

Provided, that the Licensee shall only apply those changes to its T-DAB network listed in the approval provided by the Authority:

Provided further that the T-DAB network modifications that are authorized by the Authority to the Licensee following obtaining agreement in accordance with sub-article 8.3 of this Licence shall be afforded protection against cross-border harmful interference.

8.5 The Licensee is exempted from the requirements stated in sub-article 8.2 if the modifications to be applied to its T-DAB network:

- (i) do not exceed any of the thresholds listed in Section 3 of the Decision (Applicable Criteria for the avoidance of cross-border harmful interference) or any other thresholds that may be communicated by the Authority to the Licensee from time to time as applicable in subarticle 8.6, thus modifications in the T-DAB network do not increase the existing level of unacceptable cross-border interference; and
- (ii) do not result in an increase in the signal level to be received in cross-border land territories from that transmitted by the active network:

Provided, that the active network, corresponds to the last network configuration notified to the Authority under 8.6.

8.6 Requests for the modifications to the T-DAB network under sub-article 8.5 above shall be subsequently notified to the Authority by submitting the information listed in sub-article 8.2 (i) and (ii):

Provided that the Licensee shall not claim protection against harmful interference until such modifications to the T-DAB network are notified to the Authority.

8.7 Upon any modification applied to the T-DAB network, the Licensee shall:

- (i) maintain records of the network changes in accordance with sub-article 8.9; and
- (ii) by not later than fourteen (14) days from when the modifications are made, notify the Authority of such modifications providing the information as listed in sub-article 8.8:

Provided that the decommissioning or switching-off, however so described, of a transmission site comprising the T-DAB Network shall also be considered as a modification to the T-DAB Network and in that case the

notification requirements set out in sub-articles 10.6 and 10.7 of this Licence shall apply.

8.8 The Licensee shall maintain detailed records of the T-DAB network, including the change history of the network. The records shall, as a minimum, include:

- (i) All the technical information listed in the Accompanying Document 3 to the Decision;
- (ii) All the information listed in Article 11 of the General Authorisations (Radiocommunications Apparatus) Regulations (SL 399.40) or in any other instrument adopted by the Authority regulating the radiocommunications apparatus comprised in a wireless electronic communications network.
- (iii) The results of network simulation tools that indicate, as a minimum, the expected received signal level at the test points listed in Accompanying Document 2 of Annex 3 of MCA Decision MCA/D/21-4460 as applicable¹;
- (iv) The results of the T-DAB network simulation tools showing the boundary line where the expected signal level reaches $12dB\mu V/m$ or any other thresholds that may be communicated by the Authority to the Licensee from time to time, as applicable²;
- (v) The dates when the network defined by the parameters under (i) above has started and stopped transmitting in the implemented network:

Provided that any change in any of the above parameters constitutes a change in the T-DAB network.

8.9 The Authority retains the right at any time during the validity of the Licence to request the Licensee to make any modifications to the network configuration as a measure to ensure compliance with the international obligations of Malta. To this effect, neither the Authority nor the Government shall be held responsible in any manner whatsoever.

¹ Refer to the Decision and Table 1a of Appendix 1 of this Licence

² Refer to the Decision and Table 1b of Appendix 1 of this Licence

- 8.10** The Authority reserves the right to request any information on the T-DAB network configuration in full or in part.

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) or by the competent national authorities which at law are responsible for the adoption of any such standards, or with any other appropriate standards as may be specified by law.
- 9.2** The Licensee shall comply with any Decisions and, or Directives issued by the Authority in relation to electromagnetic radiation and ensure that its T-DAB Network, shall 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, or European Union 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 competent national authority.
- 9.4** 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 of electromagnetic fields.

ARTICLE 10 Roll-out and Coverage Requirements

- 10.1** The Licensee shall make the most efficient use possible of the assigned radio spectrum by, amongst others, adopting and optimising a single frequency network (SFN) design.
- 10.2** The Licensee shall, within 18 months from the Commencement Date of the Licence achieve and subsequently maintain until the Expiry Date, T-DAB coverage at levels related to RPC 4³, as referred to in Table 2 of the Decision, for at least 95% of the coverage territory.
- 10.3** Further to the requirements set in sub-article 10.2, the Licensee shall, within 36 months from the Commencement Date of the Licence achieve and subsequently maintain until the Expiry Date, T-DAB coverage at the levels stated at RPC 5⁴ for at least 95% of the coverage territory, however excluding all of the unbuilt-up areas.
- 10.4** For the purposes of sub-article 10.3 the built-up area in Malta shall be defined as those areas where the land use as published by Copernicus Land Monitoring Service⁵ is defined as those areas marked as “Continuous urban fabric”, “Discontinuous urban fabric”, “Industrial or commercial units”, “Port Areas”, “Airports”, and “Construction sites”. Annex 7 of the Decision provides the latest publication by Copernicus Land Monitoring Service depicting the land use for Malta and Gozo as published in 2018.
- 10.5** Further to sub-articles 10.2 and 10.3, an area is deemed to be covered with T-DAB signal, when the signal strength measured from outdoor locations at the height of 10 metres above ground level reaches or exceeds the levels as listed in Table 2 of the Decision, as relevant to RPC4 and RPC 5 respectively.
- 10.6** The Licensee shall in writing notify the MCA when any transmission site comprising the T-DAB Network is decommissioned or when the T-DAB transmissions from any site are switched-off:

³ Details concerning RPC 4 are found in Table 2 of Section 3 of MCA Decision

⁴ Details concerning RPC 5 are found in Table 2 of Section 3 of MCA Decision

⁵ The Copernicus Land Monitoring Service, provides geographical information on land cover to a broad range of users in the field of environmental terrestrial applications. This includes, amongst others land use. (www.land.copernicus.eu/about)

Provided that the written notification to the MCA shall be submitted as early as possible, however by no later than fourteen (14) days from the date when the decommissioning or switching-off date as aforesaid takes place:

Provided further that the Licensee is exempted from the requirement to submit the written notification as aforesaid only when the switch-off period is less than thirty (30) days.

- 10.7** The written notification by the Licensee pursuant to sub-article 10.6 of this Licence shall include information on the foreseen impact on the coverage territory of the T-DAB Network and any measures that the Licensee will be taking to maintain the territory coverage in compliance with the levels stated in sub-articles 10.2 and 10.3 of this Licence.
- 10.8** Any non-compliance with sub-articles 10.2 and 10.3 of this Licence shall constitute a breach of this Licence.

Provided that subsequent to a request in writing by the Licensee, the Authority may in writing determine that it is not practicable for the Licensee to carry out its obligations in full under sub-articles 10.2 and 10.3. In doing so the Authority shall communicate to the Licensee to what extent if at all the Licensee is required to abide with the provisions of sub-articles 10.2 and 10.3

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 request, any information related to the use of the Radio Spectrum, or any other information that the Authority considers necessary to ensure compliance with this Licence, the Decision and any other Decisions and, or Directives and, or with any law enforced by the Authority, or for statistical purposes or any other procedures necessary for the Authority to fulfil its obligations.

ARTICLE 12 Further Compliance

- 12.1** The Licensee shall comply with:
- (i) all applicable national and international legislation;
 - (ii) any orders, decisions or 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:
- (i) 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:
 - (ii) 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 this Licence and the implementation of the network consequential to the granting of this Licence, and the Authority and, or Government shall bear no responsibility for any such costs, expenses or commitments.
- 12.3** Nothing in this Licence shall be construed as absolving or releasing the Licensee from any obligations or limiting the powers of the Authority to impose further conditions on the Licensee, arising from national or international legislation in force from time to time.
- 12.4** The Licensee shall immediately inform the Authority in writing 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.
- 12.5** Upon amalgamation however, so described, 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.

PART III. Licence Termination or Variation

ARTICLE 13 Termination

- 13.1** 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.
- 13.2** The Authority shall be entitled to automatically terminate this Licence or request the Licensee to return the Licensee to the Authority in any of the following cases:
- (i) upon the expiration of the term of the Licence;
 - (ii) upon renunciation by the Licensee;
 - (iii) upon revocation of this Licence in accordance with the articles of this Licence and, or of law;
 - (iv) upon a change in relation to the shareholding or ownership of a Licensee in accordance with sub-article 12.4 of this Licence;
 - (v) upon amalgamation either by acquisition, or by the formation of a new company of two or more undertakings in accordance with sub-article 12.5 of this Licence;
 - (vi) upon insolvency, liquidation or bankruptcy of the Licensee; or
 - (vii) upon the winding up or dissolution of the Licensee.
- 13.3** Termination of the Licence in terms of Article 13.2 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.
- 13.4** In addition to the above, if the Authority considers 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 accordingly notify in writing 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.

- 13.5** The termination of this Licence on any of the grounds mentioned in paragraphs (ii) to (vii) of sub-article 13.2 and sub-article 13.4 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 10 of this Licence.
- 13.6** The Authority shall be entitled to automatically terminate this Licence giving no less than one (1) year prior written notice and in doing so stating its reason there for, requesting the Licensee to return the Licence to the Authority in line with its powers at law.
- 13.7** 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 14 **Rights and Remedies of the Authority**

- 14.1** In addition to its power to terminate this Licence in accordance with Article 13 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, and/or of the Decision, and to call upon any bank guarantees issued by the Licensee in favour of the Authority where the conditions for such an action occur.
- 14.2** The Authority may add to, or amend any of the terms and conditions of this Licence, including the specific frequency channels the right of use of which is being granted by this Licence, when such additions or amendments are considered as necessary by the Authority 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 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 to the terms or conditions of this Licence:

Provided further that the Authority shall inform the Licensee in advance and take into account its views if relevant impact is foreseeable on the Licensee's T-DAB Network:

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 T-DAB Network 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.

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 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.

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 the T-DAB Network being operated by the Licensee at any reasonable time, for the purpose of ensuring that the Licensee is complying with the conditions of this Licence and, or with any legal requirements enforced by the Authority:

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

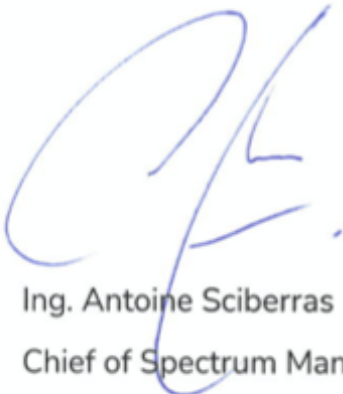
14.5 All the articles under this Licence shall for the purpose of law be considered as Decisions imposed by the Authority, and any failure to abide with any such articles may, without prejudice to any other measures that the Authority may in accordance with law take, be sanctioned by the imposition of the appropriate administrative fines in accordance with law.

14.6 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.

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

ARTICLE 15 Miscellaneous

- 15.1** The Licensee shall do all that is technically and economically feasible in order to meet in a timely manner all reasonable requests for access to the T-DAB Network infrastructure and associated facilities from radio broadcasters and/or authorised Electronic Communications Services ('ECS') undertakings under fair and non-discriminatory terms and conditions
- 15.2** The Licensee shall take all the necessary measures to ensure the availability of the T-DAB network.
- 15.3** The Licensee shall do all that is reasonably possible to facilitate the experience of the needs of persons with disabilities with respect to the services it provides. In particular, it shall ensure that all features so provided by the broadcasting stations aimed at the said group of end-users are transmitted by the T-DAB network at all times.



Ing. Antoine Sciberras
Chief of Spectrum Management & Technology

for and on behalf of the Malta Communications Authority



Ing. Antoine Sciberras
Chief Officer
Spectrum Management &
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Appendix I - Description of the Radio Spectrum

1. The following is the radio spectrum, the right of use of which is being granted to the Licensee in accordance with Article 3 of this Licence:

1.a Radio Spectrum registered for use by Malta under international law

T-DAB frequency block number	Centre Frequency (MHz)
12A	223.936

1.b Radio Spectrum coordinated with Italy

T-DAB frequency block number	Centre Frequency (MHz)
6A	181.936
6C	185.360
9C	206.352
12C	227.360
12D	229.072

2. The bandwidth of each T-DAB frequency block shall be 1.536 MHz
3. The polarisation of the antenna shall be Vertical.

Technical Parameters

The Licensee shall, whilst making use of the Radio Spectrum, comply with the technical conditions described in MCA Decision MCA/D/21-4460. In particular:

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- a) The T-DAB network shall be compliant with standard published by ETSI as EN 300 401 or equivalent.
- b) The T-DAB network may be used to transmit all services supported by EN 300 401 provided that:
 - I. the transmission of audio signals shall only be encoded using HE-AACv2 (DAB+). For the avoidance of doubt, the use of MPEG Audio Layer II is not allowed; and
 - II. No further restrictions apply to the transmission of the services delivered over the T-DAB network.