

## **Terms & conditions of the licence to established operate FM radio broadcast station(local area community based)**

Terms & conditions

of the

LICENCE

TO

ESTABLISH & OPERATE FM RADIO BROADCAST STATION

(LOCAL AREA/COMMUNITY BASED)

2 Scope of the Licence

2.1 The Licensee is authorized to establish, operate a Local Area/ Community Based category, FM Radio Broadcast Station.

2.2 The Licensee shall accept the allocated frequency, prescribed power of radio transmitter and other conditions to be issued by the Authority for the operation of the system.

2.3 This Licence shall be valid for ten (10) years, from the date of its issue, subject to the payment of annual renewal fee.

3. LICENCE TERMS AND CONDITIONS

The following terms and conditions shall apply in addition to terms and condition given under section 20 of the Ordinance and in schedule to the rules.

3.1 The Licensee shall commence its Licensed Service within 12 month of the issuance of the Licence. He shall inform the Authority one-month in advance of the start of the service.

3.2 The Licensee shall provide the Licensed Service for the Licence Period and in the Licensed Area in accordance with the particulars as contained in Annex-I.

3.3 The licence shall be valid for a period of 10 years and may be extended subject to satisfactory performance.

3.4 The Licensee shall get the licence renewed every year on payment of the annual Fee as prescribed in the Schedule.

3.5 Late payment of the renewal fee shall incur a surcharge equivalent to 5% of the renewal fee per month upto a maximum of 15%, failing which the licence would be deemed to have been cancelled.

3.6 If the Licensee or the Authority requires any variation, such variation shall take effect on such date or event as the Authority shall specify in its approval, whereupon the Annex-I shall be deemed to have been amended accordingly.

3.7 Nothing in this Licence shall constitute or imply any warranty or obligation on the part of the Authority as to the size or location of the areas actually capable of receiving the licensed service in the whole or any part of the Licensed Area.

3.8 The Licensee shall not be authorized by or under the licence to broadcast or procure the broadcasting of anything other than the Licensed Service.

4. Fees

4.1 The Licensee shall pay to the Authority such fees as the Authority may determine under section 19(4) of the Ordinance and as prescribed in the Schedule to the Rules for the time being in force under section 39 of the Ordinance.

4.2 Payment of the fees referred to in condition 4.1 shall be made in such manner as provided in the rules or as the Authority may specify.

5. Programme standards and requirements

5.1 The Licensee shall ensure that the Licensed Service complies with the requirements of the Ordinance, Rules and Regulations in particular that:-

(a) nothing is included in the Licensed Service which is pornographic or obscene or is likely to

encourage or incite crime or to lead to disorder or to be offensive to public feeling;

(b) due impartiality is exhibited by the Licensee in matters of social or industrial controversy or relating to the public policy. For the purposes of this paragraph (b) a series of programmes may be considered as a whole and the Licensee shall ensure that the provision of the code of conduct as drawn up and from time to time revised by the Authority in accordance with section 20 of the Ordinance, are observed in the provision of the Licensed Service;

(c) due responsibility is exercised with respect to the content of any of the programmes included in the Licensed Service which are of a religious nature and that any such programme does not involve:

(i) any improper exploitation of any susceptibility of the listeners of such programmes,

(ii) any abusive treatment of religious views and beliefs of those belonging to a particular sect, religion or religious denomination; or

(iii) any sectarian viewpoint or such topic as may generate religious or sectarian controversies.

(d) programmes in the Licensed Service do not include any such expressions which, may exploit the possibility of conveying a message to, or otherwise influencing the minds, of what has occurred; and

(e) expressions of the views and opinions of the Licensee on matters which are of political or industrial controversy or relate to current public policy are presented in an impartial and objective manner.

5.2 The Licensee shall ensure that the provisions of the Code of Conduct for Programmes and Advertisements (Annex- III) and that the censorship laws are fully complied with in provision of the Licensed Service.

5.3 The Licensee shall comply with the conditions set out by the Authority specified in writing and as varied from time to time by the Authority.

#### 6. Programming Mix:

6.1 The FM Radio Broadcast Station Licensee shall include a diversified mixture of programmes, with not less than 90 percent share of indigenous Pakistani origin programmes, in his broadcasts, in terms of daily broadcasting hours;

6.2 While chalking out the programming mix, referred to in para 6.1, the Licensee shall uphold national identity and generally focus on education, entertainment, sports, Science and Technology, environment, health, population welfare, agriculture and such other subjects of local interest.

6.3 The Licensee may broadcast local news and re-broadcast news and current affairs programmes of the national broadcasters, i.e. Pakistan Broadcasting Corporation and the Pakistan Television Corporation.

6.4 The programmes on religion shall be limited to the Qirat, translation, Seerat-un-Nabi and Hmdo-Na'at only.

6.5 The Authority may issue guidelines from time to time on the proportionate programme mix to be aired by the licensee.

#### 7. Educational programmes

7.1 The Licensee, if so required by the Authority by not less than one month's notice to the Licensee, may:-

(a) produce, acquire from other person, or finance the production of such number of hours of educational programmes per annum as the Authority may specify;

(b) include in the Licensed Service such number of hours per week of schools programmes, to be broadcast during normal school attendance hours, as the Authority may from time to time specify;

(c) provide such material for use in connection with any educational programmes included in

the Licensed Service as may be necessary to secure that effective use is made of those programmes for promotion of curricular and co-curricular activities in schools; and (d) from time to time consult such bodies or other persons who are concerned with, or have an interest in academics or the production of such academic programmes as the Authority shall from time to time specify.

7.2 The Licensee shall ensure that any educational programmes included in the Licensed Service are of high quality, are in consonance with the intelligence of the target students and are suitable to meet the needs of education in the Licensed Area.

#### 8. Mass Awareness programmes:

The Licensee shall include in the Licensed Service mass awareness programmes of public service nature in accordance with such guidelines as the Authority may from time to time determine vis-a-viz the content, duration and frequency of such programmes.

#### 9. Transmission Arrangements and Technical Standard

9.1 The Licensee, before putting the broadcast station in operation, shall:

- i. Deposit the outstanding PEMRA dues, if any; and
- ii. inform the Authority and seek its approval for the filled-in contents of Annex-I and Annex-II , including the Programme Mix and the technical specifications.

9.2 The Licensee shall conform to the technical standards as specified in Annex-II. These standards may be changed from time to time with the change of technology. The Licensee may also apply to the Authority for consideration to vary the standards giving justification for such requirement. The Authority shall inform the Licensee within thirty days of their request whether the new standards are to be adopted or not.

#### 10. Network Arrangement

The Licensee shall not resort to networking of its own broadcast infrastructure nor shall he enter into any networking agreement or arrangement with another broadcaster, without prior approval, in writing of the Authority.

#### 11. Advertising and sponsorship standards and requirements

11.1 The Licensee shall ensure that the provisions of the Code of Conduct for advertisements are observed in the provision of the Licensed Service.

11.2 The Licensee shall ensure that it complies with the Rules & Regulations made, from time to time, by the Government or the Authority in accordance with Section 39 of the Ordinance. In the acceptance of any advertisement or advertisements for inclusion in the Licensed Service, there shall be no unreasonable discrimination either against or in favour of any particular advertiser;

11.3 The Licensee shall comply with all directions, whether general or specific and/or qualified or unqualified, given to him by the Authority with regard to advertisements or methods of advertising or sponsorship, including, but without limitation, directions with respect to:-  
(a) the classes and descriptions of advertisements and methods of advertising or sponsorship to be excluded, or to be excluded in particular circumstance;  
(b) the exclusion of a particular advertisement, or its exclusion in particular circumstances; and  
(c) the times when advertisements are to be allowed, including without limitation directions in relation to:

- (i) the maximum period of time to be given to advertisement in any hour or other period;
- (ii) the minimum interval which must elapse between any two periods given to advertisements and the number of such advertisements to be allowed in any programme or in any hour or in any hour or day.

11.4 The Licensee shall pay to the Authority 5 % of the gross revenue receipts for airing the advertisements.

11.5 The Licensee shall, if so required by the Authority, make all necessary arrangements to enable the Authority, or any person authorized by the Authority, to listen any particular advertisement or any class of advertisements specified by the Authority and/or the script from which any such advertisement is to be produced, provided that listening by the Authority of any advertisement shall not imply that the Authority has given its approval thereto, and any advice and / or guidance given to the Licensee by the Authority with regard to any such advertisement shall be without prejudice to the powers and duties of the Authority under the Ordinance.

#### 12. Provision of Ancillary Services

12.1 The Authority reserves the right to licence or permit any or all of the spare capacity within the signals carrying the Licensed Service which the Authority determines to be available for the provision of ancillary services having regard to the need of the Licensee to be able to use part of the signals carrying the Licensed Service for providing services which are ancillary to programmes included in the Licensed Service and directly related to their contents.

12.2 Nothing in this licence shall authorize the Licensee to broadcast or procure the broadcasting of any programme, sound, test or other signals on the spare capacity referred to in 12.1.

#### 13. Provision of information and facilitate inspections and monitoring

13.1 The Licensee shall furnish to the Authority in such manner and at such times as the Authority may reasonably require such documents, accounts, returns, estimates, reports or other information as the Authority may require for the purpose of exercising the functions assigned to it by or under the Ordinance in relation to the services. (but without prejudice to the generality of the foregoing):-

13.2 (a) The Licensee will notify the Authority of:

(i) any change in the persons having control over the Licensee, or in the Directors of the Licensee or the Directors of any body corporate which controls the Licensee, within 15 days of the occurrence of such change;

(ii) any change in the persons having interests in the Licensee so that a person or group of persons acting together have acquired an interest of more than 2% in the Licensee or in any body corporate which controls the Licensee; or

(iii) any change with regard to the increase of an interest of more than 2%. in the Licensee or in any body corporate which controls the Licensee, within 15 days of the Licensee becoming aware of such change;

(b) the Licensee shall notify the Authority within 30 days of the occurrence of all matters in respect of which notice is to be given to the Securities and Exchange Commission of Pakistan.

13.3 The Licensee shall ensure that any person authorised in writing by the Authority is permitted to enter any premises of the Licensee or of any connected person in order to:-

(a) inspect, examine, operate or test any equipment on the premises which is used in connection with the provision of the Licensed Service; and

(b) inspect and examine all statutory books and financial and other business records of the Licensee and to take such copies thereof as may in the opinion of the Authority be necessary or desirable to enable it to discharge its functions under the Ordinance.

13.4 The Licensee shall:-

(a) retain, or arrange for the retention of, a recording of every programme and advertisement included in the Licensed Service for a period of 30 days from the date of first inclusion therein;

(b) if so required by the Authority, forthwith produce or arrange for the production to the Authority of any such recording for examination or reproduction; and

(c) if so required by the Authority, forthwith produce to the Authority any script or transcript of a programme included in the Licensed Service which it is able to produce to the Authority.

13.5 Where the Licensee is charging tariff, it shall within 30 days of request therefor, provide the Authority with such information as it may require for the purposes of determining or revising such tariff.

13.6 The Licensee shall supply to the Authority:-

(a) (i) a copy of its Annual Return as it is filed with the Securities & Exchange Commission under the Companies Ordinance and a copy of his Annual Report and Accounts as soon as possible after they are circulated to the shareholders of the relevant body corporate; or

(ii) where the Licensee is not incorporated any returns, reports, accounts or other information which is, in the opinion of the Authority, analogous or equivalent to the above, at such times and in such forms as the Authority may from time to time specify;

(b) statements of his Annual Gross Revenue in respect of each entire accounting period in such form as the Authority may require;

(c) details, in whatever form and within such period as the Authority may reasonably require, of any particular advertisement or any class of advertisements specified by the Authority or any sponsored programme which the Authority may from time to time require;

13.7 The Licensee shall inform the Authority when a judgment is awarded against him in any court proceedings brought against him in respect of the inclusion, in the Licensed Service, of any defamatory, seditious, blasphemous, pornographic or obscene matter, or any matter which constitutes an injurious falsehood, or slander of title, or any tort, or an infringement of any copyright, moral right in a performance, design right, registered design, service mark, trademark, letters patent, or other similar monopoly right, or a contravention of the provisions of the Official Secrets Act, violation of any security laws, or of any statutory enactment or regulation for the time being in force, or a criminal offence, or contempt of court.

13.8 The Licensee shall, at such intervals and at such times as the Authority shall require, attend meetings with the Authority and (if the Authority shall so require) with the holders of other licences, for the purpose of enabling the Authority to conduct periodic reviews of the performance by the Licensee of his obligations under the licence and of the performance by the holders of other licences of their obligations under their respective licences.

14. Renewal of the Licence.-

The licensee shall get the licence renewed annually on the payment of such annual renewal fee as determined by the Authority. Late payment of the renewal fee shall incur a surcharge equivalent to 5% of the renewal fee per month upto a maximum of 15%, failing which the licence would be deemed to have been cancelled.

15 Extension of the Licence

15.1 The validity of the licence may be extended on one or more occasions for a similar term as the original term of the licence, beginning with the date of renewal or extension.

(1) The Licensee may, at least six months before the expiry of the original term, referred to in rule 7 sub-rule (1), apply to the Authority, for the extension of the licence for such term, and the Authority shall extend the licence subject to:

i. satisfactory past performance of the Licensee. The Authority may seek opinion in this regard from Council of Complaints;

ii. payment of the extension fee as determined by the Authority at that time;

iii. all other terms and conditions as prescribed in the rules and including any new terms and conditions which the Authority may deem fit to impose having regard to all relevant factors including without limitation, changes in technology and prevalent market conditions.

(2) The Authority may decide not to extend a licence beyond the expiry date of the ongoing term; provided that the Authority shall convey such decision to the Licensee, not later than the

end of third quarter of the ongoing term.

15.2 The Authority shall only refuse an application for extension of the licence beyond the ongoing term if:-

- (a) it is convinced that the Licensee would, if the licence was extended, not provide the Licensed Service in compliance with the conditions set out by the Authority; or
- (b) it proposes to grant a fresh licence for the provision of a service which would differ from the Licensed Service.
- (c) it appears to the Authority that there are grounds for suspecting that any source of funds to which the Licensee might (directly or indirectly) have recourse for the purpose of its operations is such that it would not be in the public interest for the licence to be extended.

15.3 Before extending the Licence, the Authority shall determine the amount of the extension fee as well as the percentage of Gross Revenue to be paid by the Licensee during the period for which the Licence is to be extended; provided that the Licensee shall clear arrears due to the Authority.

15.4 The Authority, if it so decides, shall extend the Licence not later than the expiry date of the existing licence, or, if that is not reasonably practicable as soon after the expiry date as is reasonably practicable.

15.5 If the Licence is extended pursuant to this condition, it shall continue in full force and effect.

## 16. Competition in the provision of licensed services

The Licensee shall:-

- (a) not engage in any practice or enter into any arrangement which is prejudicial to fair and effective competition in the provision of Licensed service and services connected with them.
- (b) comply with any direction from time to time issued by the Authority to the Licensee for the purposes of ensuring fair and effective competition in the provision of Licensed services and services connected with them.

## 17. Transferability of the Licence

The Licence is "Non-Transferable" except with the prior consent in writing of the Authority; such consent shall not be given unless the Authority is satisfied that the person or persons to whom it is proposed to be transferred, have genuine lawful reasons to get it transferred onto them and would be in a position to comply with all of the conditions thereof throughout the remainder of the Licence Period.

## 18. Assignment of Rights

The Licensee shall not assign, transfer, subcontract, dispose of, or in any manner alienate this licence or any part thereof, or any benefit or interest therein or thereunder without the prior written consent of the Authority.

## 19. Government directions and representations

19.1 The Licensee shall, if so directed by the Authority from time to time:-

- (a) Broadcast in the Licensed Service, at such times as may be specified to the Authority by the Government such announcement as may be specified by a notice.
- (b) refrain from including in the programmes of the Licensed Service any matter or classes of matter specified to the Authority by the Government pursuant to the Ordinance or the Rules.

19.2 The Licensee may, when broadcasting an announcement in the Licensed Service in accordance with condition 21.1(a), indicate that the announcement is made in pursuance of a direction by the Authority.

19.3 The Licensee shall comply with all directions given to him by the Authority pursuant to a direction of the Government, for the purpose of enabling Government to give effect to any international obligations.

## 20. Provision of airtime to the Authority

The Licensee shall make available to the Authority, at no cost, such airtime at such time as the Authority shall reasonably require for the purpose of publicizing its regulatory functions and activities under the Ordinance and the Rules, but not exceeding ten percent of its total daily programming hours.

## 21. Complaints received from the public

21.1 (a) The Licensee shall adopt such procedures as acceptable to the Authority, to redress the public complaints;

(b) such procedures shall, inter-alia, include a requirement that members of the public, who complain to the Licensee about programmes included in the Licensed Service, are informed that they have the right to refer the matter to the Authority.

21.2 The Licensee shall, for a period of two years, keep a record of any complaints received from the public in respect of programmes included in the Licensed Service and of any response given in relation to any such complaint(s) by the Licensee and shall make such records available to the Authority in writing at such times as the Authority may require.

## 22. Councils of Complaints (CC)

22.1 The Licensee shall comply with such directions as may be given to him by the Authority to broadcast, in such manner, and within such period as may be specified by the CC in any recommendation given pursuant to Section 26 of the Ordinance.

22.2 The Licensee shall respond to call(s) or notice(s) from the CC in writing and if called to appear before the CC with records etc. shall furnish all information required for disposal of the complaint(s).

## 23. Power of the Authority to vary licence conditions

The Authority may, by a notice served on the Licensee,:

(a) vary the Licence Period provided that the Licensee consents to such variation (without prejudice to the powers and duties of the Authority under the Ordinance and the rules);

(b) vary any condition set out in Annex-I and II, provided that the Licensee consents to such variation;

(c) vary the Licence in any respect not mentioned in paragraphs (a) and (b) above provided that the Licensee has been given a reasonable opportunity to make representations to the Authority concerning the proposed variation.

## 24. Equal opportunities

The Licensee shall endeavour to:-

(a) make arrangements for promoting, in relation to employment by him, equality of opportunities between men and women and between persons who are domiciled of different Provinces of Pakistan, without disregard to the local manpower, and between the persons of different racial groups; and

(b) review those arrangements from time to time.

## 25. Notices

25.1 Any notice or notification to be served or given under, or in relation to, this Licence shall be in writing and may be delivered to the party to be served or sent by registered post at his given address or left at that address.

25.2 Any such notice or notification shall be deemed to have been served:

(a) if so delivered or left, at the time of delivery or leaving; or

(b) if so posted, at 10.00 a.m. on the third business day after it was put into the post.

25.3 In proving such service, it shall be sufficient to prove that delivery was made or that the envelope containing such notice or notification was properly addressed and posted as a pre-paid registered delivery letter or was left at the proper address as the case may be.

## 26. Exception and limitation on Licensee's obligations

The Licensee shall not be in any way responsible for any failure to provide the Licensed Service directly or indirectly caused by or arising from any circumstances beyond the control of the Licensee including (without limitation) accident or breakdown of any equipment or apparatus (caused otherwise than by the wrongful act, neglect or default of the Licensee, its servants or agents), force majeure, war damage by the enemies of the State, riot, rebellion, civil commotion, interference by strike, lockout, sit-in, picket or other industrial dispute or action.

## 27. Events Initiating Investigations by the Authority for Failure to Perform

The Authority is empowered by law to commence an investigation concerning the Licensee's performance when one of the following events occurs:

- a) Failure to comply with the service provision and regulatory, technical or programming standards requirements;
- b) Failure to comply with any of the performance obligations set forth in the licence;
- c) Partial or total interruption of the service for a continuous period of 72 hours in the service area;
- d) Failure of the Licensee to comply with the quality requirements of the licence;
- e) Complaint in writing by significant section of the listeners that the service does not conform to the quality and performance standards required by the licence;
- f) Modification of the frequencies, by the Licensee, which have been assigned to it by the Authority, or use of frequencies not authorized to it;
- g) Provision of telecommunications services, by the Licensee, which are not authorized by the licence;
- h) Failure of the Licensee to provide information to the Authority as required by the laws of Pakistan and the licence, and when the Licensee fails to permit or impedes inspections by the Authority as specified by the Authority or permitted by the laws of Pakistan as they exist or come into force from time to time;
- i) Failure of the Licensee to maintain proper accounting systems and operate clear records of accounts for its business;
- j) Violation of the laws of Pakistan, by the Licensee, as they exist or come into force from time to time;
- k) Violation of any other terms of the licence, when brought to the notice of the Authority;
- l) Failure of the Licensee to pay the agreed licence fees, annual licence fees and other allied charges;
- m) Violation of the copyright obligations.

## 28. Sanctions for breaches of licence

28.1 (a) If the Authority is satisfied that the Licensee has failed to comply with any condition of the Licence and it has given the Licensee a reasonable opportunity to make representations to it about the matters complained of, the Authority may direct the Licensee to include in the Licensed Service a correction or apology (or both) in such form, and at such time or times as the Authority may determine.

(b) the Licensee may, when including a correction or apology (or both) in the Licensed Service in pursuance of a direction from the Authority, announce that he is doing so in pursuance of such a direction.

28.2 (a) Without prejudice to section 30 of the Ordinance and/or rule 20 & 21 of PEMRA Rules, after hearing the Licensee in response to show cause notice, if the Authority is satisfied that the Licensee has failed to comply with any condition of the licence or with any direction given by the Authority under the licence, if the Licensee makes a formal request that instead of revocation, suspension or cancellation of the licence, a fine may be imposed and if the Authority

considers it appropriate it may impose a financial penalty.

(b) The amount of any financial penalty imposed pursuant to condition 30.2(a) shall:

(i) not exceed three percent of the Licensee's Gross Revenue for his last financial year if such a penalty has not previously been imposed on the Licensee during any period for which the licence has been in force; and

(ii) in any other case, not exceed five per cent of the Licensee's Gross Revenue for his last financial year.

(c) Where any such penalty is imposed when the Licensee's first complete financial year falling within the relevant period has not yet ended, such financial penalty shall not exceed three, or (as the case may be), five per cent of the amount which the Authority estimates to be the Licensee's Gross Revenue for that financial year.

28.3 (a) If the Authority is satisfied that the Licensee has failed to comply with any condition of the Ordinance, Rules and or the Licence or with any direction given to him hereunder and it has given him a reasonable opportunity of making representations to it about the matters complained of, it may serve on the Licensee a notice reducing the Licence Period by a specified period not exceeding two years.

(b) Where the Licence is due to expire on a particular date by virtue of a notice served on the Licensee under condition 28.3(a), the Authority, may, on the application of the Licensee, by a further notice served on him at any time before that date withdraw that notice if it is satisfied that such withdrawal is justified by virtue of the conduct of the Licensee in relation to the operation of the Licensed Service since the date of the earlier notice.

28.4 Any exercise by the Authority of its powers under condition 28.2 and 28.3 shall be without prejudice to the Authority's powers pursuant to condition 28.1 and 28.2.

## 29. Revocation

29.1 (a) If the Authority is satisfied that the Licensee is failing to comply with any provision of the Ordinance, Rules, Regulations, Code of Conduct for programmes and advertisements and terms of this Licence or with any direction given by the Authority which would justify the revocation of the Licence, the Authority shall serve on the Licensee a notice:

(i) specifying the respects in which, in the opinion of the Authority, the Licensee is failing to comply with any such condition or direction; and

(ii) stating that, unless the Licensee takes, within such period as is specified in the notice, such steps to remedy the failure, the Authority will revoke the Licence.

(b) If, at the end of the period specified in any notice under condition 29.1(a), the Authority is satisfied that the Licensee has failed to take the steps specified in the notice and that it is necessary in the public interest to revoke the Licence, the Authority shall revoke the Licence.

29.2 The Authority shall revoke the Licence if the Licensee indicates to the Authority that it is unable to provide the Licensed Service.

29.3 (i) The Authority may revoke the Licence by notice served on the Licensee and taking effect either from the time of service or on a date specified in the notice, in any of the following circumstances:-

(a) if the Licensee ceases to provide the Licensed Service before the end of the Licence period;

(b) if the Licensee agrees in writing with the Authority that the licence should be revoked;

(c) if the Licensee becomes a disqualified person in relation to the Licence by virtue of the section 25 of the Ordinance or otherwise fails to comply with any requirement imposed on or in relation to the holder of licence by or under the Schedule;

(d) if any change has occurred in the person(s) having control over the Licensee;

(e) if the Authority is satisfied that the Licensee:

(i) in complying with any of the conditions of this Licence has provided information which is

false in a material particular or has withheld any material information with the intention of causing the Authority to be misled; or

(ii) in connection with his application for the Licence, has provided the Authority with information which was false in material particular or withheld any material information with the intention of causing the Authority to be misled;

(f) if where the Licensee is a company, a change affecting the nature or characteristics of the Licensee or any change in the persons having control over or interests in the Licensee, takes place (whether before or after the commencement date), and the Authority is satisfied that such change renders the Licensee in whatsoever manner;

(ii) The Frequency Allocation Board (FAB) on the advice of the Authority shall revoke the assigned frequency on which the Licensed Service is for the time being provided.

29.4 The Authority shall, before serving a notice revoking the licence, give the Licensee a reasonable opportunity to make representations to it about the matters complained of.

29.5 Where the licence is revoked pursuant to any provision of the Ordinance, the Rules, the Regulations or the licence conditions, and the Licensee requests that a financial penalty be imposed instead of revocation under condition 30.2(a), the Licensee shall within such period as the Authority shall notify to him, pay to the Authority a financial penalty of the amount so prescribed.

### 30. National Security

30.1 For reasons of national security and for the circumstances described in Security of Pakistan Act, 1952, the Federal Government may initiate action as provided for in the said Act.

30.2 The Licensee shall comply with the requirements of national security and with other directions given by the Authority or its authorized nominees, from time to time, for the purpose, and the same shall be binding on the Licensee. For reasons of national security and for the circumstances described in the aforementioned Act, and in this regard the Federal Government and the Authority may issue such directives, from time to time, which would be binding on the Licensee to implement.

30.3 Furthermore, notwithstanding anything contained in this licence, if subsequent to the issuance of this licence at any time, it come to the notice of the Authority that the Licensee is undermining the national security or its operation is a national security risk, the licence shall be withdrawn.

30.4 If the licence stands withdrawn under clause 30.3, the Licensee shall be informed, in writing, as soon as possible but not later than 14 days of the withdrawal.

30.5 The time licence stands withdrawn, all the rights and privileges granted under the licence will cease.

30.6 No installation will be setup in security sensitive areas unless clearance from the respective security authorities is obtained in advance.

30.7 Pakistan Electronic Media Regulatory Authority reserves the right to make changes in security related requirements.

30.8 In case of war, emergency or internal strife, the Authority is empowered to suspend or close the licensed service.

### 31. Responsibility for Criminal & Civil wrongs

The Licensee undertakes to assume full responsibility for any and all liability, which may arise from the service unless such is proven to be outside the control of the Licensee. The Licensee shall indemnify the Government of Pakistan and the Authority, for any such liability.

### 32. Emergency Alert Arrangements

The Licensee shall ensure that in case of an emergency the following measures are taken

forthwith:

- i) Appropriate arrangements are made to receive emergency related messages from the Authority or the Government.
- ii) The Licensee shall, if required, relay the broadcasts of the national broadcaster for the duration of the emergency.
- iii) The licensee shall comply with the prescribed procedure laid down by the Authority for meeting all emergencies and national calamities.

### 33. Security of the Radio Station

- i) The Licensee shall take appropriate measures to ensure that the Radio Station is fully secured at all times and that no unauthorized person has access to the microphone.
- ii) The Licensee shall ensure the availability of a responsible staff member who is familiar with the security and emergency arrangements, to be present at the station at all times while the transmission is on.

### 34. Sunset Clause

The licence shall be deemed to have been withdrawn and cancelled in case the Licensee fails to commence broadcast operation within a period of one year from the date of the grant of licence.

### 35. Miscellaneous Provisions

35.1 The Authority and the Licensee hereby undertake to carry out the terms and conditions of this licence in accordance with the principles of mutual goodwill and good faith.

35.2 The headings and the annexes are for the convenience of references only and shall not affect the construction or interpretation hereof.

35.3 The terms, undertakings and conditions of this licence shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

35.4 Save where the context otherwise requires, the singular includes the plural, the masculine includes the feminine and vice versa;

35.5 The licensee shall provide such necessary equipment, to the Authority, as may be required for monitoring and recording of the broadcast programmes.

35.6 The licensee shall have no claim whatsoever for refund of the payments made on account of the fees and security deposit, in case of revocation, withdrawal or cancellation of the licence under condition 29 or 34 of these conditions

### 36. Validity/ Enforceability

Should one or more of the provisions of this licence prove to be invalid or unenforceable, this will not affect the validity or enforceability of the other provisions of the licence.

### 37. Compliance

37.1 The Licensee shall comply in all respects with the requirements imposed on it, under the Regulations, the Rules or the Ordinance to the extent that such requirements apply to him.

37.2 The Licensee shall comply with all directions of the Authority requiring him to take, or arrange for the taking of, any steps specified for the purposes of complying with the requirements imposed by the Authority.

### 38. Interpretation

If there is a conflict in the interpretation or otherwise in any of the term and conditions of the licence on the one hand and the Regulations, Rules and the Ordinance on the other, the latter shall prevail over the former.

Terms & conditions  
of the  
LICENCE

TO  
ESTABLISH & OPERATE FM RADIO BROADCAST STATION  
(SPECIALIZED SUBJECT STATION)

2 Scope of the Licence

2.1 The Licensee is authorized to establish, operate a non-commercial Specialized Subject category, FM Radio Broadcast Station exclusively for educational purposes and promotion of its curricular and co-curricular functions.

2.2 The Licensee shall accept the allocated frequency, prescribed power of radio transmitter and other conditions to be issued by the Authority for the operation of the system.

2.3 This Licence shall be valid for ten (10) years, from the date of its issue, subject to the payment of annual renewal fee.

3. Licence terms and conditions

The following terms and conditions shall apply in addition to terms and condition given under section 20 of the Ordinance and in schedule to the rules.

3.1 The Licensee shall commence its Licensed Service within 12 month of the issuance of the Licence. He shall inform the Authority one-month in advance of the start of the service.

3.2 The Licensee shall provide the Licensed Service for the Licence Period and in the Licensed Area in accordance with the particulars as contained in Annex-I.

3.3 The licence shall be valid for a period of 10 years and may be extended subject to satisfactory performance.

3.4 The Licensee shall get the licence renewed every year on payment of the annual Fee as prescribed in the Schedule.

3.5 Late payment of the renewal fee shall incur a surcharge equivalent to 5% of the renewal fee per month upto a maximum of 15%, failing which the licence would be deemed to have been cancelled.

3.6 If the Licensee or the Authority requires any variation, such variation shall take effect on such date or event as the Authority shall specify in its approval, whereupon the Annex-I shall be deemed to have been amended accordingly.

3.7 Nothing in this Licence shall constitute or imply any warranty or obligation on the part of the Authority as to the size or location of the areas actually capable of receiving the licensed service in the whole or any part of the Licensed Area.

3.8 The Licensee shall not be authorized by or under the licence to broadcast or procure the broadcasting of anything other than the Licensed Service.

4. Fees

4.1 The Licensee shall pay to the Authority such fees as the Authority may determine under section 19(4) of the Ordinance and as prescribed in the Schedule to the Rules for the time being in force under section 39 of the Ordinance.

4.2 Payment of the fees referred to in condition 4.1 shall be made in such manner as provided in the rules or as the Authority may specify.

5. Programme standards and requirements

5.1 The Licensee shall ensure that the Licensed Service complies with the requirements of the Ordinance, Rules and Regulations in particular that:-

(a) nothing is included in the Licensed Service which is pornographic or obscene or is likely to encourage or incite crime or to lead to disorder or to be offensive to public feeling or is opposed to the objectives of the specialized subject category for which the licence is issued;

(b) due impartiality is exhibited by the Licensee in matters of social or industrial controversy or relating to the public policy. For the purposes of this paragraph (b) a series of programmes may

be considered as a whole and the Licensee shall ensure that the provision of the code of conduct as drawn up and from time to time revised by the Authority in accordance with section 20 of the Ordinance, are observed in the provision of the Licensed Service;

(c) due responsibility is exercised with respect to the content of any of the programmes included in the Licensed Service which are of a religious nature and that any such programme does not involve:

(i) any improper exploitation of any susceptibility of the listeners of such programmes,

(ii) any abusive treatment of religious views and beliefs of those belonging to a particular sect, religion or religious denomination; or

(iii) any sectarian viewpoint or such topic as may generate religious or sectarian controversies.

(d) programmes in the Licensed Service do not include any such expressions which, may exploit the possibility of conveying a message to, or otherwise influencing the minds, of what has occurred; and

(e) expressions of the views and opinions of the Licensee on matters which are of political or industrial controversy or relate to current public policy are presented in an impartial and objective manner.

5.2 The Licensee shall ensure that the provisions of the Code of Conduct for Programmes and Advertisements (Annex- III) and censorship laws are fully complied with in the provision of the Licensed Service.

5.3 The Licensee shall comply with the conditions set out by the Authority specified in writing and as varied from time to time by the Authority.

#### 6. Programming Mix:

6.1 The FM Radio Broadcast Station Licensee shall include a diversified mixture of educational programmes to meet the specific academic requirements of the target students, with majority share of indigenous origin programmes, in his broadcasts, in terms of daily broadcasting hours;

6.2 While chalking out the programming mix, referred to in para 6.1, the Licensee shall uphold national identity and shall focus on the curricular and co-curricular specialized subjects and such other subjects of academic interest of the students.

6.3 The Licensee may broadcast local news and re-broadcast news and current affairs programmes of the national broadcasters, i.e. Pakistan Broadcasting Corporation and the Pakistan Television Corporation.

6.4 The programmes on religion shall be limited to the Qirat, translation, Seerat-un-Nabi and Hmdo-Na'at with the scope as officially mandated to the licensee under the law.

6.5 Views of political nature including the students politics shall not be aired or broadcast.

#### 7. Educational programmes

7.1 The Licensee shall focus on academics in accordance with the requirements of a progressive society, and to meet this subject, may:-

(a) produce or finance the production of such number of hours of educational programmes as may be required;

(b) provide such material for use in connection with any educational programmes included in the Licensed Service as may be necessary to secure that effective use is made of those programmes for promotion of curricular and co-curricular activities in schools; and

(c) consult, from time to time, such bodies or other persons who are concerned with, or have an interest in academics or the production of such academic programmes as the Authority shall from time to time specify.

7.2 The Licensee shall ensure that any educational programmes included in the Licensed Service are of high quality, are in consonance with the intelligence of the target students, are aired at such hours as may be of optimum use for the target students and are suitable to meet

the needs of education in the Licensed Area.

#### 8. Mass Awareness programmes:

The Licensee shall include in the Licensed Service mass awareness programmes on education in accordance with the principles of the state policy as the Authority may, from time to time, determine vis-a-viz the content, duration and frequency of such programmes.

#### 9. Transmission Arrangements and Technical Standard

9.1 The Licensee, before putting the broadcast station in operation, shall:

- i. Deposit the outstanding PEMRA dues, if any; and
- ii. inform the Authority and seek its approval for the filled-in contents of Annex-I and Annex-II , including the Programme Mix and the technical specifications.

9.2 The Licensee shall conform to the technical standards as specified in Annex-II. These standards may be changed from time to time with the change of technology. The Licensee may also apply to the Authority for consideration to vary the standards giving justification for such requirement. The Authority shall inform the Licensee within thirty days of their request whether the new standards are to be adopted or not.

#### 10. Network Arrangement

The Licensee shall not resort to networking of its own broadcast infrastructure nor shall he enter into any networking agreement or arrangement with another broadcaster, without prior approval, in writing of the Authority.

#### 11. Advertising and sponsorship standards and requirements

11.1 The broadcast station shall be a non-commercial entity and shall be used exclusively for educational purposes on full time basis;

11.2 The licensee may include in his Licensed Service, only the education related advertisements but not more than 10% of the total daily programming hours;

11.3 The licensee shall not unreasonably discriminate in the acceptance of education related advertisements either against or in favour of any particular advertiser or product.

11.4 Sale of air time shall be strictly prohibited.

#### 12. Provision of Ancillary Services

12.1 The Authority reserves the right to licence or permit any or all of the spare capacity within the signals carrying the Licensed Service which the Authority determines to be available for the provision of ancillary services having regard to the need of the Licensee to be able to use part of the signals carrying the Licensed Service for providing services which are ancillary to programmes included in the Licensed Service and directly related to their contents.

12.2 Nothing in this licence shall authorize the Licensee to broadcast or procure the broadcasting of any programme, sound, test or other signals on the spare capacity referred to in 12.1.

#### 13. Provision of information and facilitate inspections and monitoring

13.1 The Licensee shall furnish to the Authority in such manner and at such times as the Authority may reasonably require such documents, accounts, returns, estimates, reports or other information as the Authority may require for the purpose of exercising the functions assigned to it by or under the Ordinance in relation to the services. (but without prejudice to the generality of the foregoing):-

13.2 The Licensee shall ensure that any person authorised in writing by the Authority is permitted to enter any premises of the Licensee or of any connected person in order to:-

- (a) inspect, examine, operate or test any equipment on the premises which is used in connection with the provision of the Licensed Service; and
- (b) inspect and examine all statutory books and financial and other business records of the Licensee and to take such copies thereof as may in the opinion of the Authority be necessary or

desirable to enable it to discharge its functions under the Ordinance.

13.3 The Licensee shall:-

- (a) retain, or arrange for the retention of, a recording of every programme included in the Licensed Service for a period of 30 days from the date of first inclusion therein;
- (b) if so required by the Authority forthwith produce or arrange for the production to the Authority of any such recording for examination or reproduction; and
- (c) if so required by the Authority forthwith produce to the Authority any script or transcript of a programme included in the Licensed Service.

13.4 There shall be no charging of tariff in any manner.

14. Renewal of the Licence.-

The licensee shall get the licence renewed annually on the payment of such annual renewal fee as determined by the Authority. Late payment of the renewal fee shall incur a surcharge equivalent to 5% of the renewal fee per month upto a maximum of 15%, failing which the licence would be deemed to have been cancelled.

15 Extension of the Licence

15.1 The validity of the licence may be extended on one or more occasions for a similar term as the original term of the licence, beginning with the date of extension.

(1) The Licensee may, at least six months before the expiry of the original term, referred to in rule 7 sub-rule (1), apply to the Authority, for the extension of the licence for such term, and the Authority shall extend the licence subject to:

- i. satisfactory past performance of the Licensee;
- ii. payment of the extension fee as determined by the Authority at that time;
- iii. all other terms and conditions as prescribed in the rules and including any new terms and conditions which the Authority may deem fit to impose having regard to all relevant factors including without limitation, changes in technology and prevalent market conditions.

(2) The Authority may decide not to extend a licence beyond the expiry date of the ongoing term; provided that the Authority shall convey such decision to the Licensee, not later than the end of third quarter of the ongoing term.

15.2 The Authority shall only refuse an application for extension of the licence beyond the ongoing term if:-

- (a) it is convinced that the Licensee would, if the licence was extended, not provide the Licensed Service in compliance with the conditions set out by the Authority; or
- (b) it proposes to grant a fresh licence for the provision of a service which would differ from the Licensed Service.

15.3 Before extending the Licence, the Authority shall determine the amount of the extension fee and any other charges to be paid by the Licensee during the period for which the Licence is to be extended; provided that the Licensee shall clear arrears due to the Authority.

15.4 The Authority, if it so decides, shall extend the Licence not later than the expiry date of the existing licence, or, if that is not reasonably practicable as soon after the expiry date as is reasonably practicable.

15.5 If the Licence is extended pursuant to this condition, it shall continue in full force and effect.

16. Competition in the provision of licensed services

The Licensee shall:-

- (a) not engage in any practice or enter into any arrangement which is prejudicial to fair and effective competition in the provision of Licensed service and services connected with them.
- (b) comply with any direction from time to time issued by the Authority to the Licensee for the purposes of ensuring fair and effective competition in the provision of Licensed services and

services connected with them.

#### 17. Transferability of the Licence

The Licence is "Non-Transferable" except with the prior consent in writing of the Authority; such consent shall not be given unless the Authority is satisfied that the person or persons to whom it is proposed to be transferred, have genuine lawful reasons to get it transferred onto them and would be in a position to comply with all of the conditions hereof throughout the remainder of the Licence Period.

#### 18. Assignment of Rights

The Licensee shall not assign, transfer, subcontract, dispose of, or in any manner alienate this licence or any part thereof, or any benefit or interest therein or thereunder without the prior written consent of the Authority.

#### 19. Government directions and representations

19.1 The Licensee shall, if so directed by the Authority from time to time:-

(a) Broadcast in the Licensed Service, at such times as may be specified to the Authority by the Government such specialized subject announcement as may be specified by a notice.

(b) refrain from including in the programmes of the Licensed Service any matter or classes of matter specified to the Authority by the Government pursuant to the Ordinance or the Rules.

19.2 The Licensee may, when broadcasting an announcement in the Licensed Service in accordance with condition 19.1(a), indicate that the announcement is made in pursuance of a direction by the Authority.

19.3 The Licensee shall comply with all directions given to him by the Authority pursuant to a direction of the Government, for the purpose of enabling Government to give effect to any international obligations.

#### 20. Provisions on airtime dispensation

The Licensee shall make available to the Authority, at no cost, such airtime at such time as the Authority shall reasonably require for the purpose of publicizing its regulatory functions and activities under the Ordinance and the Rules, but not exceeding ten percent of its total daily programming hours.

#### 21. Complaints received from the public

21.1 (a) The Licensee shall adopt such procedures as acceptable to the Authority, to redress the public complaints;

(b) Such procedures shall, inter-alia, include a requirement that members of the public who complain to the Licensee about programmes included in the Licensed Service are informed that they have the right to refer the matter to the Authority.

21.2 The Licensee shall for a period of two years keep a record of any complaints received from the public in respect of programmes included in the Licensed Service and of any response given in relation to any such complaint by the Licensee any shall make such records available to the Authority in writing at such times as the Authority may require.

#### 22. Councils of Complaints (CC)

22.1 The Licensee shall comply with such directions as may be given to him by the Authority to broadcast, in such manner, and within such period as may be specified by the CC in any recommendation given pursuant to Section 26 of the Ordinance.

22.2 The Licensee shall respond to call or notice from the CC in writing and if called to appear before the CC with records etc. and furnish them all information required for disposal of the complaint(s).

#### 23. Power of the Authority to vary licence conditions

23.1 The Authority may by a notice served on the Licensee:-

- (a) vary the Licence Period provided that the Licensee consents to such variation (without prejudice to the powers and duties of the Authority under the Ordinance and the rules);
- (b) vary any condition set out in Annex-I and II, provided that the Licensee consents to such variation;
- (c) vary the Licence in any respect not mentioned in paragraphs (a) and (b) above provided that the Licensee has been given a reasonable opportunity to make representations to the Authority concerning the proposed variation.

#### 24. Notices

24.1 Any notice or notification to be served or given under or in relation to this Licence shall be in writing and may be delivered to the party to be served or sent by registered post at his given address or left at that address.

24.2 Any such notice or notification shall be deemed to have been served:

- (a) if so delivered or left, at the time of delivery or leaving; or
- (b) if so posted, at 10.00 a.m. on the third business day after it was put into the post.

24.3 In proving such service it shall be sufficient to prove that delivery was made or that the envelope containing such notice or notification was properly addressed and posted as a prepaid registered delivery letter or was left at the proper address as the case may be.

#### 25. Exception and limitation on Licensee's obligations

The Licensee shall not be in any way responsible for any failure to provide the Licensed Service directly or indirectly caused by or arising from any circumstances beyond the control of the Licensee including (without limitation) accident or breakdown of any equipment or apparatus (caused otherwise than by the wrongful act, neglect or default of the Licensee, its servants or agents), force majeure, war damage by the enemies of the State, riot, rebellion, civil commotion, interference by strike, lockout, sit-in, picket or other industrial dispute or action.

#### 26. Events Initiating Investigations by the Authority for Failure to Perform

The Authority is empowered by law to commence an investigation concerning the Licensee's performance when one of the following events occurs:

- a) Failure to comply with the service provision and regulatory, technical or programming standards requirements;
- b) Failure to comply with any of the performance obligations set forth in the licence;
- c) Partial or total interruption of the service for a continuous period of 72 hours in the service area;
- d) Failure of the Licensee to comply with the quality requirements of the licence;
- e) Complaint in writing by significant section of the listeners that the service does not conform to the quality and performance standards required by the licence;
- f) Modification of the frequencies, by the Licensee, which have been assigned to it by the Authority, or use of frequencies not authorized to it;
- g) Provision of telecommunications services, by the Licensee, which are not authorized by the licence;
- h) Failure of the Licensee to provide information to the Authority as required by the laws of Pakistan and the licence, and when the Licensee fails to permit or impedes inspections by the Authority as specified by the Authority or permitted by the laws of Pakistan as they exist or come into force from time to time;
- i) Failure of the Licensee to maintain proper accounting systems and separate clear records of account for its business;
- j) Violation of the laws of Pakistan, by the Licensee, as they exist or come into force from time to time;
- k) Violation of any other terms of the licence, when brought to the notice of the Authority;

l) Failure of the Licensee to pay the agreed licence fees, annual licence fees and other allied charges;

m) Violation of the copyright obligations.

#### 27. Sanctions for breaches of licence

27.1 (a) If the Authority is satisfied that the Licensee has failed to comply with any condition of the Licence and it has given the Licensee a reasonable opportunity to make representations to it about the matters complained of, the Authority may direct the Licensee to include in the Licensed Service a correction or apology (or both) in such form, and at such time or time as the Authority may determine.

(b) the Licensee may, when including a correction or apology (or both) in the Licensed Service in pursuance of a direction from the Authority, announce that he is doing so in pursuance of such a direction.

27.2 Without prejudice to section 30 of the Ordinance and or rule 20 & 21 of PEMRA Rules after hearing the Licensee in response to show cause notice, if the Authority is satisfied that the Licensee has failed to comply with any condition of the licence or with any direction given by the Authority under the licence, if the Licensee gives his consent that instead of revocation, suspension or cancellation of the licence, a fine may be imposed and if the Authority considers it appropriate it may impose a financial penalty.

27.3 (a) If the Authority is satisfied that the Licensee has failed to comply with any condition of the Ordinance, Rules and or the Licence or with any direction given to him hereunder and it has given him a reasonable opportunity of making representations to it about the matters complained of, it may serve on the Licensee a notice reducing the Licence Period by a specified period not exceeding two years.

(b) Where the Licence is due to expire on a particular date by virtue of a notice served on the Licensee under condition 27.3(a), the Authority, may, on the application of the Licensee, by a further notice served on him at any time before that date withdraw that notice if it is satisfied that such withdrawal is justified by virtue of the conduct of the Licensee in relation to the operation of the Licensed Service since the date of the earlier notice.

27.4 Any exercise by the Authority of its powers under condition 27.2 and 27.3 shall be without prejudice to the Authority's powers pursuant to condition 27.1 and 27.2.

#### 28. Revocation

28.1 (a) If the Authority is satisfied that the Licensee is failing to comply with any provision of the Ordinance, Rules, Regulations, Code of Conduct and terms of this Licence or with any direction given by the Authority which would justify the revocation of the Licence, the Authority shall serve on the Licensee a notice:

(i) specifying the respects in which, in the opinion of the Authority, the Licensee is failing to comply with any such condition or direction; and

(ii) stating that, unless the Licensee takes, within such period as is specified in the notice, such steps to remedy the failure, the Authority will revoke the Licence.

(b) If, at the end of the period specified in any notice under condition 28.1(a), the Authority is satisfied that the Licensee has failed to take the steps specified in the notice and that it is necessary in the public interest to revoke the Licence, the Authority shall revoke the Licence.

28.2 The Authority shall revoke the Licence if the Licensee indicated to the Authority that it is unable to provide the Licensed Service.

28.3 (i) The Authority may revoke the Licence by notice served on the Licensee and taking effect either from the time of service or on a date specified in the notice, in any of the following circumstances:-

(a) if the Licensee ceases to provide the Licensed Service before the end of the Licence period;

(b) if the Licensee agrees in writing with the Authority that the licence should be revoked;  
(c) if the Licensee becomes a disqualified person in relation to the Licence by virtue of the section 25 of the Ordinance or otherwise fails to comply with any requirement imposed on or in relation to the holder of licence by or under the Schedule;

(d) if the Authority is satisfied that the Licensee:

(i) in complying with any of the conditions of this Licence has provided information which is false in a material particular or has withheld any material information with the intention of causing the Authority to be misled; or

(ii) in connection with his application for the Licence, has provided the Authority with information which was false in material particular or withheld any material information with the intention of causing the Authority to be misled;

(ii) The Frequency Allocation Board (FAB) on the advice of the Authority shall revoke the assigned frequency on which the Licensed Service is for the time being provided.

28.4 The Authority shall, before serving a notice revoking the licence, give the Licensee a reasonable opportunity to make representations to it about the matters complained of.

28.5 Where the licence is revoked pursuant to any provision of the Ordinance, the Rules, the Regulations or the licence conditions, and the Licensee requests that a financial penalty be imposed instead of revocation the Licensee shall within such period as the Authority shall notify to him, pay to the Authority a financial penalty of the amount so prescribed.

## 29. National Security

29.1 For reasons of national security and for the circumstances described in Security of Pakistan Act, 1952, the Federal Government may initiate action as provided for in the said Act.

29.2 The Licensee shall comply with the requirements of national security and with other directions given by the Authority or its authorized nominees, from time to time, for the purpose, and the same shall be binding on the Licensee. For reasons of national security and for the circumstances described in the aforementioned Act, and in this regard the Federal Government and the Authority may issue directives from time to time, which would be binding on the Licensee to implement.

29.3 Furthermore, notwithstanding anything contained in this licence, if subsequent to the issuance of this licence at any time it come to the notice of the Authority that the Licensee is undermining the national security or its operation is a national security risk, this licence shall be withdrawn.

29.4 If the licence stands withdrawn under clause 29.3, the Licensee shall be informed, in writing, as soon as possible but not later than 14 days of the withdrawal.

29.5 The time licence stands withdrawn, all the rights and privileges granted under the licence will cease.

29.6 No installation will be setup in security sensitive areas unless clearance from the respective security authorities is obtained in advance.

29.7 Pakistan Electronic Media Regulatory Authority reserves the right to make changes in security related requirements.

29.8 In case of war, emergency or internal strife, the Authority is empowered to suspend or close the licensed service.

## 30. Responsibility for Criminal & Civil wrongs

The Licensee undertakes to assume full responsibility for any and all liability, which may arise from the service unless such is proven to be outside the control of the Licensee. The Licensee shall indemnify the Government of Pakistan and the Authority, for any such liability.

## 31. Emergency Alert Arrangements

The Licensee shall ensure that in case of an emergency the following measures are taken

forthwith:

- i) Appropriate arrangements are made to receive emergency related messages from the Authority or the Government.
- ii) The Licensee shall, if required, relay the broadcasts of the national broadcaster for the duration of the emergency.
- iii) The licensee shall comply with the prescribed procedure laid down by the Authority for meeting all emergencies and national calamities.

#### 32. Security of the Radio Station

- i) The Licensee shall take appropriate measures to ensure that the Radio Station is fully secured at all times and that no unauthorized person has access to the microphone.
- ii) The Licensee shall ensure the availability of a responsible staff member who is familiar with the security and emergency arrangements to be present at the station at all times while the transmission is on.

#### 33. Sunset Clause

The licence shall be deemed to have been withdrawn and cancelled in case the Licensee fails to commence broadcast operation within a period of one year from the date of the grant of licence.

#### 34. Miscellaneous Provisions

34.1 The Authority and the Licensee hereby undertake to carry out the terms and conditions of this licence in accordance with the principles of mutual goodwill and good faith.

34.2 The headings and the annexes are for the convenience of references only and shall not affect the construction or interpretation hereof.

34.3 The terms, undertakings and conditions of this licence shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

34.4 Save where the context otherwise requires, the singular includes the plural, the masculine includes the feminine and vice versa;

34.5 The licensee shall provide such necessary equipment, to the Authority, as may be required for monitoring and recording of the broadcast programmes.

34.6 The licensee shall have no claim whatsoever for refund of the payments made on account of the fees and security deposit, in case of revocation, withdrawal or cancellation of the licence under condition 28 or 33 of these conditions

#### 35. Validity/ Enforceability

Should one or more of the provisions of this licence prove to be invalid or unenforceable, this will not affect the validity or enforceability of the other provisions of the licence.

#### 36. Compliance

36.1 The Licensee shall comply in all respects with the requirements imposed on it, under the Regulations, the Rules or the Ordinance to the extent that such requirements apply to him.

36.2 The Licensee shall comply with all directions of the Authority requiring him to take, or arrange for the taking of, any steps specified for the purposes of complying with the requirements imposed by the Authority.

#### 37. Interpretation

If there is a conflict in the interpretation or otherwise in any of the term and conditions of the licence on the one hand and the Regulations, Rules and the Ordinance on the other, the latter shall prevail over the former.

Terms & conditions  
of the

LICENCE  
TO  
ESTABLISH & OPERATE INTERNATIONAL SCALE SATELLITE TELEVISION BROADCAST  
STATION

2 Scope of the Licence

2.1 The Licensee is authorized to establish and operate an International Scale Satellite TV Broadcast Station.

2.2 The Licensee shall use the National Teleport Service or any other Teleport as specified by the Authority for uplinking of its broadcast signal.

2.3 This Licence shall be valid for fifteen (15) years, from the date of its issue, subject to the payment of annual renewal fee.

3. LICENCE TERMS AND CONDITIONS

The following terms and conditions shall apply in addition to terms and conditions given under section 20 of the Ordinance and in schedule to the rules.

3.1 The Licensee shall commence its Licensed Service within 12 month of the issuance of the Licence and shall inform the Authority one-month in advance of the start of the service.

3.2 The Licensee shall provide the Licensed Service for the Licence Period in accordance with the particulars as contained in Annex-I.

3.3 If the Licensee or the Authority requires any variation, such variation shall take effect on such date or event as the Authority shall specify in its approval, whereupon Annex-I shall be deemed to have been amended accordingly.

3.4 Nothing in this Licence shall constitute or imply any warranty or obligation on the part of the Authority as to the size or location of the areas actually capable of receiving the licensed service in the whole or any part of the Licensed Area.

3.5 The Licensee shall get the licence renewed every year on payment of the annual Fee as prescribed in the Schedule.

3.6 The licence shall be deemed to have been withdrawn and cancelled, if the Licensee fails to put into operation the broadcast station with a period of one year from the date of its issuance.

3.7 The Licensee shall not be authorized by or under the licence to broadcast or procure the broadcasting of anything other than licensed services.

4. Fees

4.1 The Licensee shall pay to the Authority such fees as the Authority may determine under section 19(4) of the Ordinance and as prescribed in the Schedule to the Rules for the time being in force under section 39 of the Ordinance.

4.2 Payment of the fees referred to in condition 4.1 shall be made in such manner as provided in the rules or as the Authority may specify.

5. Transmission Arrangements and Technical Standards

5.1 The Licensee, before putting the broadcast station in operation, shall:

- i. Deposit the outstanding PEMRA dues, if any; and
- ii. inform the Authority and seek its approval for the filled-in contents of Annex-I and Annex-II , including the Programme Mix and the technical specifications.

5.2 The Licensee shall conform to the technical standards as specified in Annex-II. These standards may be changed from time to time with the change of technology. The Licensee may also apply to the Authority for consideration to vary the standards giving justification for such requirement. The Authority shall inform the Licensee within thirty days of their request whether the new standards are to be adopted or not.

5.3 The relevant provisions of the Technical Standards in respect of the broadcast operations

shall be observed by the licensee and also by any third party involved in the provision of programmes included in the Licensed Service.

#### 6. Programme standards and requirements

6.1 The Licensee shall ensure that the Licensed Service complies with the requirements of the Ordinance, Rules and Regulations, and in particular, that:-

- (a) nothing is included in the Licensed Service which is pornographic or obscene or is likely to encourage or incite crime or to lead to public disorder or to be offensive to public feeling;
- (b) due impartiality is exhibited by the Licensee in matters of social or industrial controversy or relating to public policy. For the purposes of this clause (b) a series of programmes may be considered as a whole and the Licensee shall ensure that the provisions of the code of conduct as drawn up and from time to time revised by the Authority in accordance with section 20 of the Ordinance, are observed in the provision of the Licensed Service;
- (c) due responsibility is exercised with respect to the content of any of the programmes included in the Licensed Service which are of a religious nature and that any such programme does not involve hatred, controversies and sectarianism and does not contain;
  - (i) exploitation of any susceptibility of the viewers of such programmes,
  - (ii) offensive treatment of religious views and beliefs of those belonging to a particular sect, religion or religious denomination; or
  - (iii) any sectarian viewpoint or such topic as may generate religious or sectarian controversies.
- (d) programmes in the Licensed Service which are of a political nature or relate to industrial controversy or current public policy, are presented in an impartial and objective manner.

6.2 The Licensee shall ensure that the provisions of the Code of Conduct for Programmes and Advertisements (Annex- III), the copyright obligations and the censorship laws as enforced in the country are fully complied with in the provision of the Licensed Service.

6.3 The Licensee shall comply with the conditions set out by the Authority specified in writing and as varied from time to time by the Authority.

#### 7. Programming Mix:

7.1 The Licensee shall include a diversified mixture of programmes, with not less than 80 percent share of indigenous Pakistani origin programmes, in his broadcasts, in terms of daily broadcasting hours;

7.2 While chalking out the programming mix, referred to in para 7.1, the Licensee shall uphold national identity and generally focus on the specific fields of its licensed service and shall comply with respective proportionate duration of such programmes.

#### 8. Mass Awareness programmes:

The Licensee may include in the Licensed Service mass awareness programmes of public service nature in accordance with such guidelines as the Authority may from time to time determine viz-a-viz the content, duration and frequency of such programmes.

#### 9. Networking:

The Licensee shall not resort to networking of its own broadcast infrastructure nor shall it enter into any networking agreement or arrangement with another Licensee or Channel, without prior approval, in writing of the Authority.

#### 10. Advertising and sponsorship standards and requirements

10.1 The Licensee shall conform with the Code of Conduct for advertisements provided in the Schedule of the Rules, and furthermore shall ensure that it complies with the Rules & Regulations made, from time to time, by the Government or the Authority in accordance with Section 39 of the Ordinance.

10.2 In the acceptance of any advertisement or advertisements for inclusion in the Licensed Service there shall be no unreasonable discrimination either against or in favour of any

particular advertiser or product;

10.3 The Licensee shall comply with all directions, whether general or specific and/or qualified or unqualified, given to it by the Authority with regard to advertisements or methods of advertising or sponsorship, including, but without limitation, directions with respect to:-

(a) the classes and descriptions of advertisements and methods of advertising or sponsorship to be excluded; and

(b) the exclusion of a particular advertisement or its exclusion in particular circumstances.

10.4 The maximum period of an advertisement break during Prime Time, that is, between 1900 to 2200 hours Pakistan Standard Time, shall not be more than 2 minutes to a minimum of ten minutes of programme.

10.5 The Licensee shall pay to the Authority 5 % of the gross revenue receipts for airing the advertisements.

10.6 The Licensee shall, if so required by the Authority, make all necessary arrangements to enable the Authority, or any person authorized by the Authority, to review any particular advertisement specified by the Authority and/or the script from which any such advertisement is to be produced, provided that such viewing of any advertisement, by the Authority, or the authorized person, shall not imply that the Authority has given its approval thereto, and any advice and / or guidance given to the Licensee by the Authority with regard to any such advertisement shall be without prejudice to the powers and duties of the Authority under the Ordinance.

#### 11. Provision of Ancillary Services

11.1 The Authority reserves the right to licence or permit any or all of the spare capacity within the signals carrying the Licensed Service which the Authority determines to be available for the provision of ancillary services which are ancillary to programmes included in the Licensed Service and directly related to their contents.

11.2 Nothing in this licence shall authorize the Licensee to broadcast or procure the broadcasting of any programme, sound, test or other signals on the spare capacity referred to in 11.1.

#### 12. Provision of information and facilitate inspections and monitoring

12.1 The Licensee shall furnish to the Authority in such manner and at such times as the Authority may reasonably require, such documents, accounts, returns, estimates, reports or other information, as the Authority may require for the purpose of exercising the functions assigned to it by or under the Ordinance in relation to the services but without prejudice to the generality of the foregoing:-

12.2 (a) The Licensee shall conform to clause (i) of section 20 of the Ordinance and rule 27 of the PEMRA Rules whereby a licensee shall not sell, transfer or assign any of the rights conferred by the licence without prior written permission of the Authority. Furthermore, as per Rule 27 a person who is the shareholder of, or own an interest in, a company which is a licensee, shall not transfer or dispose of his shares or the interest without the prior approval of the Authority, provided that in the case of a listed company, the shares representing not more than two percent of the issued and paid up share capital, may be transferred without such approval.

(b) the Licensee shall notify the Authority within 30 days of the occurrence of all matters in respect of which notice is to be given to the Securities and Exchange Commission of Pakistan.

12.3 The Licensee shall ensure that any person authorised in writing by the Authority is permitted to enter any premises of the Licensee in order to:-

(a) inspect, examine, operate or test any equipment on the premises which is used in connection with the provision of the Licensed Service; and

(b) inspect and examine all statutory books and financial and other business records of the

Licensee and to take such copies thereof as may in the opinion of the Authority be necessary or desirable to enable it to discharge its functions under the Ordinance.

12.4 The Licensee shall:-

- (a) retain, or arrange for the retention of off-the-air recording of every programme and advertisement for a period of 30 days from the date of its transmission;
- (b) if so required by the Authority forthwith produce or arrange for the production to the Authority of any such recording for examination or reproduction; and
- (c) if so required by the Authority forthwith produce to the Authority any script or transcript of a programme included in the Licensed Service.

12.5 Where the Licensee is charging tariff, it shall within 30 days of request therefor provide the Authority with such information as it may require for the purposes of determining or revising such tariff.

12.6 The Licensee shall supply to the Authority:-

- (a) (i) a copy of its Annual Return as it is filed with the Securities & Exchange Commission under the Companies Ordinance and a copy of its Annual Report and Accounts as soon as possible after they are circulated to the shareholders of the relevant body corporate; or (ii) where the Licensee is not incorporated any returns, reports, accounts or other information which is, in the opinion of the Authority analogous or equivalent to the above, at such times and in such forms as the Authority may from time to time specify;
- (b) statements of his Annual Gross Revenue in respect of each entire accounting period in such form as the Authority may require;
- (c) details, in whatever form and within such period as the Authority may reasonably require, of any particular advertisement or any class of advertisements specified by the Authority or any sponsored programme which the Authority may from time to time require;

12.7 The Licensee shall inform the Authority when a judgment is awarded against him in any court proceedings brought against him in respect of the inclusion, in the Licensed Service, of any defamatory, seditious, blasphemous, pornographic or obscene matter, or any matter which constitutes an injurious falsehood, or slander of title, or any tort, or an infringement of any copyright, moral right in a performance, design right, registered design, service mark, trademark, letters patent, or other similar monopoly right, or a contravention of the provisions of the Official Secrets Act, violation of any security laws, or of any statutory enactment or regulation for the time being in force, or a criminal offence, or contempt of court.

12.8 The Licensee shall, at such intervals and at such times as the Authority shall require, attend meetings with the Authority and (if the Authority shall so require) with the holders of other licences, for the purpose of enabling the Authority to conduct periodic reviews of the performance by the Licensee of his obligations under the licence and of the performance by the holders of other licences of their obligations under their respective licences.

13. Renewal of the Licence

The Authority, shall renew this licence annually subject to payment of such annual renewal fees as determined by the Authority. Failure of prompt payment of annual renewal fees shall result in suspension of this licence and may be cancelled if the licensee fails to pay the annual renewal fee within two months of the date when it is due.

14. Extension of the Licence

14.1 The validity of the licence may be extended for a similar term as the original term of the licence, beginning with the date of extension.

(1) The Licensee may, at least six months before the expiry of the original term, referred to in Rule 7 sub-rule (1) of the PEMRA Rules, apply to the Authority, for the extension of the licence for such term, and the Authority shall extend the licence subject to:

i. satisfactory past performance of the Licensee. The Authority may seek opinion in this regard from Council of Complaints;

ii. payment of the extension fee as determined by the Authority at that time;

iii. all other terms and conditions as prescribed in the rules and including any new terms and conditions which the Authority may deem fit to impose having regard to all relevant factors including without limitation, changes in technology and prevalent market conditions.

(2) The Authority may decide not to extend a licence beyond the expiry date of the ongoing term; provided that the Authority shall convey such decision to the Licensee, not later than the end of third quarter of the ongoing term.

14.2 The Authority shall refuse an application for extension of the licence beyond the on-going term only if:-

(a) it is convinced that the Licensee would, if the licence is extended, not provide the Licensed Service in compliance with the conditions set out by the Authority; or

(b) it proposes to grant a fresh licence for the provision of a service which would differ from the Licensed Service.

(c) it appears to the Authority that there are grounds for suspecting that any source of funds to which the Licensee might (directly or indirectly) have recourse for the purpose of its operations is such that it would not be in the public interest for the licence to be.

14.3 Before extending the Licence, the Authority shall determine the amount of the extension fee as well as the percentage of Gross Revenue to be paid by the Licensee during the period for which the Licence is to be extended; provided that the Licensee shall clear arrears due to the Authority.

14.4 The Authority, if it so decides, shall extend the Licence not later than the expiry date of the existing licence, or, if that is not reasonably practicable as soon after the expiry date as is reasonably practicable.

14.5 If the Licence is extended pursuant to this condition, it shall continue in full force and effect.

15. Competition in the provision of licensed services

The Licensee shall:-

(a) not engage in any practice or enter into any arrangement which is prejudicial to fair and effective competition in the provision of Licensed service and services connected with them.

(b) comply with any direction from time to time issued by the Authority to the Licensee for the purposes of ensuring fair and effective competition in the provision of Licensed services and services connected with them.

16. Transferability of the Licence

The Licence is "Non-Transferable" except with the prior consent in writing of the Authority; such consent shall not be given unless the Authority is satisfied that the person or persons to whom it is proposed to be transferred, have genuine lawful reasons to get it transferred onto them and would be in a position to comply with all of the conditions hereof throughout the remainder of the Licence Period.

17. Assignment of Rights

17.1 The Licensee shall not assign, transfer, subcontract, dispose of, or in any manner alienate this licence or any part thereof, or any benefit or interest therein or thereunder without the prior written consent of the Authority.

17.2 The Licensee shall not enter into time brokerage arrangements in any manner.

18. Government directions and representations

18.1 The Licensee shall, if so directed by the Authority from time to time:-

(a) Broadcast in the Licensed Service, at such times as may be specified to the Authority by the

Government such announcement as may be specified by a notice.

(b) refrain from including in the programmes of the Licensed Service any matter or classes of matter specified to the Authority by the Government pursuant to the Ordinance or the Rules.

18.2 The Licensee may, when broadcasting an announcement in the Licensed Service in accordance with condition 18.1(a), indicate that the announcement is made in pursuance of a direction by the Authority.

18.3 The Licensee shall comply with all directions given to him by the Authority pursuant to a direction of the Government, for the purpose of enabling Government to give effect to any international obligations.

#### 19. Provision of airtime to the Authority

The Licensee shall make available to the Authority, at no cost, such airtime at such time as the Authority shall reasonably require for the purpose of publicizing its regulatory functions and activities under the Ordinance and the Rules or for events of national importance but not exceeding ten percent of its total daily programming hours.

#### 20. Complaints received from the public

20.1 (a) The Licensee shall adopt such procedures as acceptable to the Authority, to redress the public complaints;

(b) Such procedures shall, inter-alia, include a requirement that members of the public who complain to the Licensee about programmes included in the Licensed Service are informed that they have the right to refer the matter to the Authority.

20.2 The Licensee shall for a period of two years keep a record of any complaints received from the public in respect of programmes included in the Licensed Service and of any response given in relation to any such complaint by the Licensee and shall make such records available to the Authority in writing at such times as the Authority may require.

#### 21. Councils of Complaints (CC)

21.1 The Licensee shall comply with such directions as may be given to him by the Authority to broadcast, in such manner, and within such period as may be specified by the CC in any recommendation given pursuant to Section 26 of the Ordinance.

21.2 The Licensee shall respond to call or notice from the CC in writing and if called to appear before the CC with records etc. and furnish them all information required for disposal of the complaint(s).

#### 22. Power of the Authority to vary licence conditions

22.1 The Authority may by a notice served on the Licensee:-

(a) vary the Licence Period provided that the Licensee consents to such variation (without prejudice to the powers and duties of the Authority under the Ordinance and the rules);

(b) vary any condition set out in Annex-I and II, provided that the Licensee consents to such variation;

(c) vary the Licence in any respect not mentioned in paragraphs (a) and (b) above provided that the Licensee has been given a reasonable opportunity to make representations to the Authority concerning the proposed variation.

#### 23. Equal opportunities

23.1 The Licensee shall endeavor to:-

(a) make arrangements for promoting, in relation to employment by him, equality of opportunity between men and women and between persons who are domiciled in different Provinces of Pakistan, without disregard to the local manpower, and between the persons of different racial groups; and

(b) review those arrangements from time to time.

## 24. Notices

24.1 Any notice or notification to be served or given under or in relation to this Licence shall be in writing and may be delivered to the party to be served or sent by registered post at his given address or left at that address.

24.2 Any such notice or notification shall be deemed to have been served:

(a) if so delivered or left, at the time of delivery or leaving; or

(b) if so posted, at 10.00 a.m. on the third business day after it was put into the post.

24.3 In proving such service it shall be sufficient to prove that delivery was made or that the envelope containing such notice or notification was properly addressed and posted as a prepaid registered delivery letter or was left at the proper address as the case may be.

## 25. Exception and limitation on Licensee's obligations

The Licensee shall not be in any way responsible for any failure to provide the Licensed Service directly or indirectly caused by or arising from any circumstances beyond the control of the Licensee including (without limitation) accident or breakdown of any equipment or apparatus (caused otherwise than by the wrongful act, neglect or default of the Licensee, its servants or agents), force majeure, war damage by the enemies of the State, riot, rebellion, civil commotion, interference by strike, lockout, sit-in, picket or other industrial dispute or action.

## 26. Events Initiating Investigations by the Authority for Failure to Perform

The Authority is empowered by law to commence an investigation concerning the Licensee's performance when one of the following events occurs:

a) Failure to comply with the service provision and regulatory, technical or programming standards requirements;

b) Failure to comply with any of the performance obligations set forth in the licence;

c) Partial or total interruption of the service for a continuous period of 72 hours;

d) Failure of the Licensee to comply with the quality requirements of the licence;

e) Complaint in writing by significant section of the viewers that the service does not conform to the quality and performance standards required by the licence;

f) Modification in the transmission arrangements, by the Licensee, which have been allowed to it by the Authority, or use of the uplinking devices/infrastructure not authorized to it;

g) Provision of any such other services, by the Licensee, which are not authorized by the licence;

h) Failure of the Licensee to provide information to the Authority as required by the laws of Pakistan and the terms of this licence;

i) Obstruction, or non-cooperation by the Licensee, to the inspections by the Authority, or a person so authorized by the Authority;

j) Failure of the Licensee to maintain proper accounting systems and separate clear records of account for its business;

k) Violation of the laws of Pakistan, by the Licensee, as they exist or come into force from time to time;

l) Violation of any other terms of the licence, when brought to the notice of the Authority;

m) Failure of the Licensee to pay the agreed licence fees, annual licence fees and other allied charges;

n) Violation of the copyright obligations by the Licensee.

## 27. Sanctions for breach of licence

27.1 (a) If the Authority is satisfied that the Licensee has failed to comply with any condition of the Licence and it has given the Licensee a reasonable opportunity to make representations to it about the matters complained of, the Authority may direct the Licensee to include in the Licensed Service a correction or apology (or both) in such form, and at such time or time as the

Authority may determine.

(b) the Licensee may, when including a correction or apology (or both) in the Licensed Service in pursuance of a direction from the Authority, announce that he is doing so in pursuance of such a direction.

27.2 (a) Without prejudice to section 30 of the Ordinance and or rule 20 & 21 of PEMRA Rules after hearing the Licensee in response to show cause notice, if the Authority is satisfied that the Licensee has failed to comply with any condition of the licence or with any direction given by the Authority under the licence, if the Licensee gives his consent that instead of revocation, suspension or cancellation of the licence, a fine may be imposed and if the Authority considers it appropriate it may impose a financial penalty.

(b) The amount of any financial penalty imposed pursuant to condition 27.2(a) shall:

(i) not exceed three percent of the Licensee's Gross Revenue for his last financial year if such a penalty has not previously been imposed on the Licensee during any period for which the licence has been in force; and

(ii) in any other case, not exceed five per cent of the Licensee's Gross Revenue for his last financial year.

(c) Where any such penalty is imposed when the Licensee's first complete financial year falling within the relevant period has not yet ended, such financial penalty shall not exceed three, or (as the case may be), five per cent of the amount which the Authority estimates to be the Licensee's Gross Revenue for that financial year based on income of completed months of service in that year.

27.3 (a) If the Authority is satisfied that the Licensee has failed to comply with any condition of the Ordinance, Rules and or the Licence or with any direction given to him hereunder and it has given him a reasonable opportunity of making representations to it about the matters complained of, it may serve on the Licensee a notice reducing the Licence Period by a specified period not exceeding two years.

(b) Where the Licence is due to expire on a particular date by virtue of a notice served on the Licensee under condition 27.3(a), the Authority, may, on the application of the Licensee, by a further notice served on him at any time before that date withdraw that notice if it is satisfied that such withdrawal is justified by virtue of the conduct of the Licensee in relation to the operation of the Licensed Service since the date of the earlier notice.

27.4 Any exercise by the Authority of its powers under condition 27.2 and 27.3 shall be without prejudice to the Authority's powers pursuant to condition 27.1 and 27.2.

## 28. Revocation

28.1 (a) If the Authority is satisfied that the Licensee is failing to comply with any provision of the Ordinance, Rules, Regulations, Code of Conduct for programmes and advertisements and terms of this Licence or with any direction given by the Authority which would justify the revocation of the Licence, the Authority shall serve on the Licensee a notice:

(i) specifying the respects in which, in the opinion of the Authority, the

Licensee is failing to comply with any such condition or direction; and

(ii) stating that, unless the Licensee takes, within such period as is specified in the notice, such steps to remedy the failure, the Authority will revoke the Licence.

(b) If, at the end of the period specified in any notice under condition 28.1, the Authority is satisfied that the Licensee has failed to take the steps specified in the notice and that it is necessary in the public interest to revoke the Licence, the Authority shall revoke the Licence.

28.2 The Authority shall revoke the Licence if the Licensee indicated to the Authority that it is unable to provide the Licensed Service.

28.3 (i) The Authority may revoke the Licence by notice served on the Licensee and taking effect either from the time of service or on a date specified in the notice, in any of the following circumstances:-

- (a) if the Licensee ceases to provide the Licensed Service before the end of the Licence period;
- (b) if the Licensee agrees in writing with the Authority that the licence should be revoked;
- (c) if the Licensee becomes a disqualified person in relation to the Licence by virtue of the section 25 of the Ordinance or otherwise fails to comply with any requirement imposed on or in relation to the holder of licence by or under the Schedule;
- (d) if any change in the person having control over the Licensee;
- (e) if the Authority is satisfied that the Licensee:
  - (i) in complying with any of the conditions of this Licence has provided information which is false in a material particular or has withheld any material information with the intention of causing the Authority to be misled; or
  - (ii) in connection with his application for the Licence, has provided the Authority with information which was false in a material particular or withheld any material information with the intention of causing the Authority to be misled;
- (f) if a change affecting the nature or characteristics of the Licensee or any change in the persons having control over or interests in the Licensee, takes place (whether before or after the commencement date), and the Authority is satisfied that such change renders the Licensee ineligible/disqualified in whatsoever manner;
  - (ii) The Teleport Service Provider on the advice of the Authority shall revoke the assigned frequency on which the Licensed Service is for the time being provided.

28.4 The Authority shall, before serving a notice revoking the licence, give the Licensee a reasonable opportunity to make representations to it about the matters complained of.

28.5 Where the licence is revoked pursuant to any provision of the Ordinance, the Rules, the Regulations or the licence conditions, and the Licensee requests that a financial penalty be imposed instead of revocation the Licensee shall within such period as the Authority shall notify to him, pay to the Authority a financial penalty of the amount so prescribed.

## 29. National Security

29.1 For reasons of national security and for the circumstances described in Security of Pakistan Act, 1952, the Federal Government may initiate action as provided for in the said Act.

29.2 The Licensee shall comply with the requirements of national security and with other directions given by the Authority or its authorized nominees, from time to time, for the purpose, and the same shall be binding on the Licensee. For reasons of national security and for the circumstances described in the aforementioned Act, and in this regard the Federal Government and the Authority may issue directives from time to time, which would be binding on the Licensee to implement.

29.3 Furthermore, notwithstanding anything contained in this licence, if subsequent to the issuance of this licence at any time it comes to the notice of the Authority that the Licensee is undermining the national security or its operation is a national security risk, this licence shall be withdrawn.

29.4 If the licence stands withdrawn under clause 29.3, the Licensee shall be informed, in writing, as soon as possible but not later than 14 days of the withdrawal.

29.5 For the time that this licence stands withdrawn, all the rights and privileges granted under the licence will cease.

29.6 No installation will be setup in security sensitive areas unless clearance from the respective security authorities is obtained in advance.

29.7 Pakistan Electronic Media Regulatory Authority reserves the right to make changes in

security related requirements.

29.8 In case of war, emergency or internal strife, the Authority is empowered to suspend or close the licensed service.

#### 30. Responsibility for Criminal & Civil wrongs

The Licensee undertakes to assume full responsibility for any and all liability, which may arise from the service unless it is proven to be outside the control of the Licensee. The Licensee shall indemnify the Government of Pakistan and the Authority from any such liability

#### 31. Emergency Alert Arrangements

The Licensee shall ensure that in case of an emergency the following measures are taken forthwith:

- i) Appropriate arrangements are made to receive emergency related messages from the Authority or the Government.
- ii) The Licensee shall, if required, relay the broadcasts of the national broadcaster for the duration of the emergency.
- iii) The licensee shall comply with the prescribed procedure laid down by the Authority for meeting all emergencies and national calamities.

#### 32. Security of the TV Station

- i) The Licensee shall take appropriate measures to ensure that the TV Station is fully secured at all times and that no unauthorized person has access to its transmission facility.
- ii) The Licensee shall ensure the availability of a responsible staff member who is familiar with the security and emergency arrangements to be present at the station at all times while the transmission is on.

#### 33. Sunset Clause

The licence shall be deemed to have been withdrawn and cancelled in case the Licensee fails to commence broadcast operation within a period of one year from the date of the grant of licence.

#### 34. Miscellaneous Provisions

34.1 The Authority and the Licensee hereby undertake to carry out the terms and conditions of this licence in accordance with the principles of mutual goodwill and good faith.

34.2 The headings and the annexes are for the convenience of references only and shall not affect the construction or interpretation hereof.

34.3 The terms, undertakings and conditions of this licence shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

34.4 Save where the context otherwise requires, the singular includes the plural, the masculine includes the feminine and vice versa;

34.5 The licensee shall provide such necessary equipment, to the Authority, as may be required for monitoring and recording of the broadcast programmes.

34.6 The licensee shall supply to the Authority its logo in true form and colour and shall ensure its On Screen Display at all times during its transmission. The licensee shall further ensure that it will not change the logo if so required, without permission in writing of the Authority.

34.7 The licensee shall have no claim whatsoever for refund of the payments made on account of the fees and security deposit, in case of revocation, withdrawal or cancellation of the licence under condition 28 or 33 of these conditions

#### 35. Validity/ Enforceability

Should one or more of the provisions of this licence prove to be invalid or unenforceable, this will not affect the validity or enforceability of the other provisions of the licence.

#### 36. Compliance

36.1 The Licensee shall comply in all respects with the requirements imposed on it, under the Regulations, the Rules or the Ordinance to the extent that such requirements apply to him.

36.2 The Licensee shall comply with all directions of the Authority requiring him to take, or arrange for the taking of, any steps specified for the purposes of complying with the requirements imposed by the Authority.

### 37. Interpretation

If there is a conflict in the interpretation or otherwise in any of the term and conditions of the licence on the one hand and the Regulations, Rules and the Ordinance on the other, the latter shall prevail over the former.

## PAKISTAN ELECTRONIC MEDIA REGULATORY AUTHORITY

Multi-channel multi-point distribution service (mmds)

Technical Standards

Application

1. These standards applies to all licensees or any authorised person who intends to operate a Multi-Channel Multi-Point Distribution Service (MMDS) occupying (2.500 — 2.690) GHz in the radio frequency spectrum.

### TECHNICAL REQUIREMENTS

2. The Maximum EIRP of a single station shall not exceed +24.2 dBW (264 W) in any 1 MHz reference bandwidth for each forward channel (from hub station to subscriber station). For systems using analog modulation, the EIRP for a single station shall not exceed +32 dBW (1585 W) in any 6 MHz channel.

3. In the subscriber station to hub station direction the maximum EIRP of a single station shall not exceed +8.3 dBW (6.7 W) in any 25 KHz bandwidth.

4. Subscriber stations shall be located within the authorized service area and must use directional antennas for transmission and reception. However, for stations with an EIRP equal to or less than -6 dBW, the antenna may be omnidirectional.

Effective Height of Transmitting Antenna (EHAAT)

5. The height of a transmitting antenna above average terrain (HAAT) is the height of the radiation centre above the average level of the ground between distances of 3 and 16 Km from the transmitter in the direction of the receiver. For operations using omnidirectional antennas, the terrain elevation along eight evenly spaced radials may be averaged, starting from the North, and the antenna height is then known as EHAAT.

Omnidirectional Antenna

6. An omnidirectional antenna is an antenna having a horizontal radiation pattern with variations of less than 4 dB (i.e. +2 dB) over 360 degrees.

7. The signal format shall be suitable for reception by standard PAL/SECAM/NTSC TV Receivers after suitable down-conversion from the (2500 — 2690) MHz band. (Signal scrambling is permitted).

8. Transmission Characteristics

8.1 Equivalent Isotropically Radiated Power (e.i.r.p.)

The maximum e.i.r.p. of the transmitter per 6 MHz channel is not to exceed 32 dBW in any direction. In general, the e.i.r.p. shall be adjusted so as not to cause the field strength, at the edge of the intended service area to exceed 66 dBu V/m (-80dBW/m<sup>2</sup>).

8.2 Effective Antenna Height

The transmitting antenna should be limited to that height (HAAT for directional and EHAAT for omnidirectional operations) necessary to provide line-of-site to the required coverage area,

which in normal cases should not exceed 50 Km radius.

### 8.3 Transmitter Spurious Emissions

The harmonics of the visual and aural transmitted carriers shall be attenuated at least 60 dB below level of the visual peak power output. All other emissions appearing on frequencies outside its channel bandwidth shall be attenuated at least 40 dB at the edges of the band falling linearly to 50 dB at frequency separation 0.5 MHz and 1.0 MHz beyond upper and lower band edges respectively and 50 dB thereafter, with the exception that inter-modulation products at +920 KHz and +2.66 MHz, with respect to the visual carrier shall be attenuated at least 46 dB.

### 8.4 Modulation

i. Visual – The modulation of the visual carrier shall be vestigial sideband AM (C3F) with the carrier nominally located 1.25 Mhz above the lower edge of the channel.

ii. Audio – The modulation of the aural carrier shall be FM (F3E) with the centre frequency located 4.5 MHz + 1.0 KHz above the visual carrier frequency.

### 8.5 Frequency Stability and Tolerance

To enable the use of frequency offset in the channeling plan, the visual carrier frequency shall be maintained to + 500 Hz of its assignment.

### Location of Transmitter Site

9. The transmitter site shall be within the licence area of the related licence, unless otherwise stated in the technical specifications of the relevant LAP (Licence Area Plans).

### Effective radiated power

10. Regardless of the location of the transmitter site, the ERP of a transmission shall not exceed that specified in the LAP.

11. If no LAP has yet been determined, the ERP of an existing transmission shall not exceed that specified in the technical conditions of the licence.

### Maximum Antenna Height

12. If a licensee sites a transmitter at the nominal location described in the technical specifications of the LAP, the licensee shall ensure that the height above ground to the electrical centre of the transmitting antenna does not exceed the maximum height specified in the LAP.

13. If no LAP has yet been determined, the maximum height shall not exceed that specified in the technical conditions of the licence.

### Interference to Other Services

14. A licensee shall not cause interference to another broadcasting service.

15. A licensee shall not cause interference to another radio communications service.