



LICENCE NO. PNL/P/***/**

LICENCE GRANTED BY THE NIGERIAN
COMMUNICATIONS COMMISSION TO

XYZ COMPANY

FOR NON-COMMERCIAL PRIVATE NETWORK LINKS USING SATELLITE SYSTEMS UNDER NIGERIAN COMMUNICATIONS ACT, 2003

THIS LICENCE is issued by The Nigerian Communications Commission (hereinafter referred to as “the Commission”) under section 32 of Nigerian Communications Act, 2003 (hereinafter referred to as “the Act”) to **XYZ COMPANY** (hereinafter referred to as “the Holder”) for **NON-COMMERCIAL PRIVATE NETWORK LINKS INCLUDING DIRECT INTERNATIONAL ACCESS USING SATELLITE SYSTEMS** set out below :

1. COMPLIANCE WITH THE ACT AND REGULATIONS

The Holder shall comply with the provisions of Act of 2003 and Regulations made pursuant to same as well as any Direction, Determination or Order made by the Commission thereunder.

2. **DURATION**

This Licence shall enter into force on **xxxxx, 2003** and shall be of one year duration subject to renewal upon such terms and conditions as may be applicable.

3. **FEES**

On the grant of this Licence, the Holder shall pay to the Commission the sum of N250, 000.00 (Two Hundred and Fifty Thousand Naira) only as Licence Fee plus 5% surcharge (N12, 500.00) to cover administrative costs and 5% VAT (N12,500.00)

4. **SCOPE OF OPERATION**

This Licence shall be for the operation of Non-Commercial Private Network Links using Satellite Systems. The Licence is strictly for the use of only Satellite (VSAT) systems to deploy Data traffic. This Licence shall not be used to deploy Voice traffic.

5. **TECHNICAL STANDARDS**

The Holder shall comply with any technical standards specified or approved by the Commission and shall not alter same except with the prior written approval of the Commission.

6. **APPROVAL OF EQUIPMENT**

The Holder shall ensure that all equipment is Type Approved by the Commission or a body approved by or accredited to the Commission before providing services in relation to such equipment.

7. **DUTY TO FURNISH INFORMATION TO THE COMMISSION**

The Holder shall furnish the Commission in such manner and at such times as it may request, with such documents, accounts, estimates, returns, reports or other information which it may require for the purpose of exercising its functions.

8. **LIMITATIONS**

- 8.1. The Licence shall not be used for Commercial operations
- 8.2. The Licence shall not be transferable except with prior written approval of the Commission.
- 8.3. The Licensee shall not be used for any other services for which authorization has not been issued.

9. **REVOCAION**

The Commission may at any time after giving the Holder one month notice to that effect, revoke this Licence if any of the following events occurs:

- a. If the Holder is in breach of any of the Conditions attached to this Licence and such breach has not been rectified within 14 days after the Commission has notified the Holder of same;
- b. If the Holder requests the Commission in writing to revoke this Licence;
- c. If the Holder ceases to carry on the activity for which this Licence is granted;
- d. If the Type Approval Certification for the Holder's equipment lapses or is revoked;

- e. If the Holder fails to duly pay any Charges imposed by the Commission;
- f. If the Holder is unable to pay its debts, enters into liquidation or is otherwise declared insolvent.

DR. EUGENE JUWAH
EXECUTIVE VICE CHAIRMAN/CHIEF EXECUTIVE