



# **FREQUENCY SPECTRUM LICENCE**

**GENERAL CONDITIONS**

1. This Licence is issued by the Nigerian Communications Commission ("The Commission") under section 6 of the Wireless Telegraphy Act (WTA) CAP 469, laws of the federation of Nigeria, 1990 as amended by Sections 121 and 125 of the Nigerian Communications Act 2003, ("The Act"), to establish, install and use radio transmitting and receiving stations and/or radio communication equipment as described in the Specific Conditions of the Licence documents and subject to the terms set out below.

**2. Compliance with the Act and Regulations**

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

**3.1 Effective Date of License**

This License shall enter into force on the date stipulated in the Specific Conditions.

**3.2 Duration of Licence**

This License shall be valid for such period as shall be stipulated in the Specific Conditions, unless revoked by the Commission in accordance with paragraph 9 of this Licence.

**3.3 Expiration and Renewal of Licence**

**3.3a** This Licence shall expire and all operating authorization under it terminates:

- i. Upon the expiration of the Licence term, unless renewed in accordance with the provisions of this Licence, or
- ii. By mutual agreement between the Commission and the Licensee.

**3.3b** This Licence shall be renewed upon the expiration of the tenure granted and remain valid for such further period as the Commission may determine unless the Licensee has given a written notice to the Commission before the expiry date shown on the Licence Certificate of intention not to renew the Licence.

**3.3c** The Commission reserves the right not to renew the frequency license at the expiration of the first renewal upon giving the Licensee notice of at least twelve (12) months before the expiry date of the renewed license of its intention not to renew/re-assign the frequency.

**3.3d** In all cases of renewal, the Commission shall have right to refuse renewal in the event of the occurrence of any of the following circumstances:

- i. If the licensee refuses, fails or neglects to pay the renewal fees in the manner specified in this license;
- ii. If the Licensee refuses, fails or neglects to settle its interconnect bills with other operators;
- iii. If the Licensee refuses, fails or neglects to pay its annual operating levy as may be specified in the Licensee's operating license.

**4. Fees**

Frequency spectrum fees are to be paid either annually or at such periods as may be specified in the Specific Conditions. Amounts payable shall be calculated on the basis of rates stipulated in the Commission's Frequency Spectrum Fees Regulation in force at that time.

**5. Uses of Frequency**

The use to which the licence shall be applied by the licensee shall be as specified in the Specific Conditions hereto.

**6. Transfer of Licence**

(a) The Licensee shall not transfer or assign in any manner the rights, interests or obligations under this Licence to another person.

(b) This Licence shall be personal to the Licensee and shall not without the prior express written consent of the Commission be operated by any third party organization or person whomsoever including but not limited to the Licensee's subsidiary or associated companies.

**7. Amendment of Licence**

(a) At the request of the licensee, or where the Commission deems it appropriate, the Commission may amend this Licence if the Commission determines that such amendment is necessary to achieve the objectives of the Act or any relevant Regulations or the public interest taking into consideration the rights and interests of the Licensee.

(b) Except where the request for amendment of the licence is at the instance of the Licensee, the Commission shall give the Licensee a written notice of its intention to amend a licence and the Licensee may make submissions on the issue within the time period specified by the Commission in its written notice, but not less than 30 days from the date of the said Notice.

**8. Changes in Licensee's Particulars**

The Licensee shall give prompt written notice to the Commission of any changes in its particulars.

**9. Licence Revocation**

The Commission may at any time after giving the Licensee three months notice to that effect, revoke this licence in any of the following circumstances:

(a) If the Licensee agrees in writing with the Commission that this Licence be revoked.

(b) If for 12 consecutive months the Licensee ceases to provide the service for which it was issued a Licence under the Nigerian Communications Act 2003.

(c) If the Licensee is in willful and repeated breach of any of the Conditions attached to this Licence or any Conditions of the Nigerian Communications Ad 2003 and such breach has not been rectified within 60 days from date of notification by the commission to the Licensee of same;

- (d) If the Licensee does not commence the utilization of the frequency bands assigned to it under this Licence within 12 months from the effective date of this Licence.
- (e) If the Licensee uses the frequency bands assigned to it under this Licence for any purpose other than that for which it was assigned without due authorisation from the commission.
- (f) If the Licensee has made false statements, representations or warranties in applying for and obtaining this Licence;
- (g) If the Licensee enters into liquidation or is otherwise declared insolvent, bankrupt or is in receivership.
- (h) If the Commission considers it to be in Public Interest or in war or National emergency situation;
- (i) If the licensee fails to eliminate interference caused to other users after being duly directed by the Commission.
- (j) If there are changes in the share structure of the company in excess of 1 0% of the total equity without due notification to the Commission.
- (k) If the spectrum fees are not paid as and when due.

**10. Refund of Licence Fees**

If this Licence is revoked in any of the circumstances aforementioned, there shall be no refund of the licence fee, or any instalment of the Licence Fee whether in whole or in part, except at the absolute discretion of the Commission, whose decision shall be final.

**11. Take over of equipment**

If an operator's frequency licence is revoked, leading to cessation of service to subscribers, the operator shall be required by the Commission to buy back all Customer Premises Equipment sold by the operator to the subscribers that cannot be used in other networks or the operator shall be required to make refund to the subscribers of a mutually agreed depreciated value of the Customer Premises Equipment.

**12. Relocation of Licensee**

A licensee may be relocated from one part of the spectrum to another due to overriding public interest or in order to clear a spectrum space for new services. Any such relocation shall be fairly treated and adequate notice given and, where necessary, but at the discretion of the Commission, financial compensation shall be considered for such relocation.

The Commission may, by giving not less than 12 months notice in writing to the Licensee, require the Licensee upon such date as may be specified in the said Notice, to cease to operate using the Frequency Bands hitherto assigned to it and to use such new Frequency Band as the Commission may direct.

**13. Type Approval of Equipment**

The Licensee shall ensure that its equipment is type approved by the Commission or any agent accredited to the Commission before commencing operations; and such other equipment that are acquired after commencement of operations shall also be type approved in accordance with the Act.

**14. Radio Equipment Use**

The Licensee shall ensure that the Radio Equipment is constructed and used only in accordance with the provisions specified in the Specific Conditions to this Licence. Any proposal to amend the specification in Specific Conditions of this Licence shall be implemented only after the prior written consent of the Commission has been sought and obtained and the Licence has been amended accordingly.

**15. Access and Inspection**

The Licensee shall permit any person authorised by the Commission:

(a) to have access to the Radio Equipment; and

(b) to perform any measurement on the equipment for the purpose of assessing its performance; at any and all reasonable times or, when in the opinion of that person an urgent situation exists, at any time to ensure that the Radio Equipment is being used in accordance with the terms of this Licence.

**16. Modification, Restriction and Closedown**

The Commission may require the Radio Equipment or any part thereof, to be modified, restricted in use, or to be permanently or temporarily closed down immediately if in the opinion of the Commission:

(a) a material breach of this Licence has occurred; and/or

(b) the use of the Radio Equipment is, or may be, causing or contributing to undue interference to the use of other authorised radio equipment.

**17. Keeping of Records**

During the period that this Licence remains in force and for 6 months thereafter, the Licensee shall compile, maintain and make available to the Commission accurate records of the following details relating to the Radio Equipment:

1. Antenna height, type, direction of radiation, maximum EIRP and polarisation;

2. Radio frequencies in operation and emission designation;

3. Break in service affecting 30% or more of the system and lasting more than 30 minutes; and the Licensee shall produce the above records when a person authorised by the Commission requires it to do so.

4. Any other operational parameters of the Radio equipment as may be required.

**18. Emergency**

The Commission may, in the event of a national or local state of emergency being declared, require the Radio Equipment to be modified or restricted in use, or temporarily or permanently closed down either immediately or on the expiry of such period as it may specify.

**19. Geographical Boundaries**

The geographical boundary of the licence in particular, the location of station, relocation of station otherwise referred to as bearing or any of its derivatives, signal coverage or any other matter relating to or connected with geographical boundary or limitation shall be as specified in the Specific Conditions to this licence. The licensee shall ensure that under no condition shall the radio emission from its equipment go beyond the Nigeria International boundary especially when the authorised region of operation is adjacent to any neighbouring country or a littoral state.

**20. Avoidance of interference**

Where Licences are issued based on well-defined frequencies and operating geographical regions, either in accordance with state boundaries or other such boundaries as may be delineated by the Commission and specified in Specific Conditions of this license, the licensee must ensure that the strength of radio signals from its network leaking into adjacent or other license regions or frequency bands are not such as to cause harmful interference in such regions or frequency bands.

**21. Co-ordination of Frequency Assignment**

The licensee is required to implement frequency co-ordination in conjunction with other licensees in adjacent licensing regions or frequency bands in order to come into agreement on the location of cell sites, selection of frequency slots or release of guard bands in order to avoid mutual interference.

The radio equipment shall at all times be operated in accordance with any coordination procedure notified to the licensee in writing by the Commission

**22. International Boundaries/Coordination**

All licensees of radio communication services whose operating region is near or adjacent to Nigeria's international border, must ensure that radio signals from its equipment are contained within the geographical boundaries of the Federal Republic of Nigeria. Where co-ordination is required with neighbouring countries, the licensee must make a written application for such co-ordination to the Commission.

**23. Penalty for Interference**

**(a) Major Interference:** Any Licensee whose emission constitutes a major interference to another licensee's operation which in the opinion of the Commission is within the reasonable control of the interfering licensee shall without prejudice to the provision of section 9(c) of WTA be required to remove the source of interference immediately the Licensee is notified, failing which the Licensee shall be in breach of this licence.

**(b) Minor Interference:** In the case of minor interference, the Licensee shall eliminate the interference within the time limit that may be stipulated by the Commission in each case.

- (c) Any Licensee whose emission constitutes any form of interference as stated above, shall be liable to payment of a penalty as stipulated in the Enforcement Regulations, 2005 or any amendment thereto.
- (d) Further and in addition to 23(c) above, the interfering licensee may be required to pay compensation to the affected party if the interference causes a loss of revenue ..

**24. Network Build Out Record**

1. During the period that this Licence remains in force and for 6 months thereafter, the Licensee shall compile and maintain accurate records of the following:
  - i. the number, location and geographical coordinates of cell sites/BTSs built and/or commissioned by the Licensee;
  - ii. Location and geographical coordinates of all equipment capable of radiating, receiving or reflecting wireless radio signals used in the network. These include, but not limited to base station controllers and other similar equipment; repeater stations (Passive and Active) used for intra-city backhaul or inter-city long distance transmission.
2. The Licensee shall send an updated copy of the above records to the Commission on a quarterly basis for every year during which the licence remains in force. The licensee shall also produce the above records when a person authorised by the Commission requires him to do so.

**25. USE-IT-OR-LOSE-IT**

The licence will automatically lapse if it is not put into use within 12 months of assignment.

If, after starting operation, the licensee does not make use of this frequency for a period of 12 continuous months, this frequency licence will be revoked unless the reason for being out of service is due to war or national emergency.

**26. TECHNICAL STANDARDS FOR THE RADIO EQUIPMENT**

The Radio Equipment shall comply with the requirements of ITU Radio Regulations and WTA (the "Radio Equipment and Telecommunications Terminal Equipment Directive"), and with any appropriate Radio Interface Requirements made thereto.

**27. RADIO EQUIPMENT OPERATION**

The Licensee shall ensure that the Radio Equipment operates in accordance with the appropriate Standards published by the Commission.

**28. SUPPORT FACILITIES**

**Tower:** All towers shall meet standards specified by the Commission with respect to structural materials, finishing and other parameters as may from time to time be specified by the Commission or other Agencies of the Government authorised to make such specifications.

**29. Interpretation**

In this Licence:

- a. The Specific Conditions referred to above forms part of this Licence;
- b. The establishment, installation and use of the Radio Equipment shall be interpreted as establishment and use of stations and installation as well as apparatus for wireless telegraphy as specified in section 2 of the Act;
- c. "Customer Premises Equipment" (CPE) means any station that provides connection between the Licensee's network and an end user, not including connection to any telecommunication equipment forming part of any other public telecommunication system;
- d. "Radio Relay Repeater" means any station of the network that forwards a communication to another station of the network; "Undue interference" shall have the same meaning that it has under the Act;
- e. "Inspect" includes examine and test;
- f. The Interpretation Act. Act 192 Laws of the Federation of Nigeria, 1990 shall apply for the purpose of interpreting this Licence.

## DEFINITIONS

**Access Point Transceivers** - Any station that provides connection between the Licensee's network and other telecommunications networks.

**Assigned Frequency** - The centre of the frequency band assigned to a station.

**Assigned Frequency band** - The frequency band which the emission of a station is authorised; the width of the band equals the necessary bandwidth plus twice the frequency tolerance. The width of the band is symmetrical around the centre frequency within which the sideband emissions are to be contained.

**Assignment** - Authorisation given by an administration for a radio station to use a radio frequency or radio frequency channel under specified conditions.

**Authorised Bandwidth** - Necessary bandwidth.

**Carrier Power** - The average power supplied to the antenna transmission line by a transmitter during one radio frequency cycle taken under the condition of no modulation.

**Class of Emission** - The set of characteristics of an emission, designated by standard alphanumeric symbols, e.g. type of modulation of the main carrier, modulating signal, type of information to be transmitted, and also, if appropriate, any additional signal characteristics.

**Deep Space** - Space at distance from the earth equal to, or greater than 2 million kilometers.

**Earth Station** - A station located either on the Earth's or within the major portion of the Earth's atmosphere and intended for communication:

- with one more space stations; or
- with one or more stations of the same kind by means of one or more reflecting satellites or other objects in space.

**EIMP** - Effective monopole radiated power (in a given direction): The product of the Power supplied to the antenna and its gain relative to a short vertical antenna in a given direction.

**EIRP** - Equivalent isotropically radiated power: The product of the power supplied to the antenna and its gain relative to a short vertical antenna in a given direction.

**ERP** - Effective radiated power (in a given direction): The product of the power supplied to the antenna and its gain relative to a half-wave dipole in a given direction.

**Electromagnetic Compatibility (EMC)** - The prevailing condition under which a telecommunications equipment is capable of operating under its specified performance range in a common electromagnetic environment without causing or suffering unacceptable degradation in performance

due to unintentional electromagnetic radiation to or from other equipment within the same environment.

**Emission** - Radiation produced, or the production of radiation by a radio transmitting station.

**Feeder Link** - A radio link from an earth station at a given location to a space station or vice versa conveying information for a space radio communication service but which is not for a fixed satellite service. The given location may be at a specified fixed point, or at any fixed point within specified areas.

**Frequency Bands** - A frequency band is a given range of frequencies defined by a lower limit and an upper frequency limit. The band is usually known or called by its centre (midpoint) frequency and may comprise two or more sub-bands. E.g. 3.5 GHz covers the range 3.4 to 3.6 GHz. Mid frequency = 3.5 GHz.

**Frequency shift** - Maximum permissible departure of the centre frequency of the frequency band occupied by the emission from the assigned frequency.

**Harmful interference** - Interference that endangers the functioning of a radio navigation service or other safety services or seriously degrades, obstructs or repeatedly interrupts a radio communication service operating in accordance with radio regulations.

**Interference** - The effect of unwanted energy due to emissions, radiations or inductions upon the reception of a radio communication system manifested by any performance degradation, misinterpretation, loss of information which could be extracted in the absence of such unwanted energy.

**Landing Right** - Right to transmit signals to and from the territory of a country other than the one that licensed the satellite.

**Major Interference** - Any form of unwanted signal that causes a total or partial loss of service to a radio communication station or any unwanted emission of radiation that endangers life such as interference to aircraft operation, distress channels, ambulance or security services.

**Mean power** - The average power supplied to the antenna transmission line by a transmitter during an interval of time sufficiently long compared with the lowest frequency encountered in the modulation taken under normal operating conditions.

**Minor Interference** - Any form of unwanted radiation, whether intentional or nonintentional, that causes a degradation of or tolerable disturbance to a radio communication service to the extent that it does not cause a partial or total loss of service.

**NCAA** - Nigeria Civil Aviation Authority.

**Necessary Bandwidth** - The least bandwidth that permits satisfactory transmission of a signal

**Necessary bandwidth** - For a given class of emission, the width of the frequency band which is just sufficient to ensure the transmission of information at the rate and with the quality required under specified conditions.

**Occupied Bandwidth** - The bandwidth symmetrical around the assigned frequency within which 99% of the radiated power is contained or the width of a frequency such that, below the lower and above the upper frequency limits, the mean powers emitted are each equal to a specified percentage  $a/2$  of the total mean power of a given emission.

Unless otherwise specified in an ITU-R Recommendation for the appropriate class of emission, the value of  $a/2$  should be taken as 0.5%.

**Out-of-band emissions** - Emission on a frequency or frequencies immediately outside the necessary bandwidth which results from the modulation process, but excluding spurious emissions.

**Peak Envelope Power** - The average power supplied to the antenna transmission line by a transmitter during one radio frequency cycle at the crest of the modulation envelope taken under normal operating conditions.

**Permissible Interference** - Observed or predicted interference which complies with quantitative interference and sharing criteria contained in these regulations or in ITU-R Recommendations or in special agreements as provided for in these Regulations.

**Protection Ratio** - The minimum value of the wanted to unwanted signal ratio, usually expressed in decibels (dB), at the receiver input, determined under specified conditions such that a specified reception quality of the wanted signal is achieved at the receiver output.

**Radiodetermination** - The determination of the position, velocity and/or other characteristics of an object, or the obtaining of information relating to these parameters, by means of the propagation properties of radio waves.

**Radio Equipment** - Equipment used as transceivers including Access Point Transceivers, customer premises equipment and radio relay repeaters which are connected within a network.

**Radio Location** - Radiodetermination used for purposes other than those of radionavigation.

**Radionavigation** - Radiodetermination used for the purpose of navigation, including obstruction warning.

**Radiotelemetry** - Telemetry by means of radio waves.

**Satellite Link** - A radio link between a transmitting earth station and a receiving earth station through one satellite. A satellite link comprises one uplink and one downlink.

**Spurious Emission** - Emission on a frequency or frequencies which are outside the necessary bandwidth and the level of which may be reduced without affecting the corresponding transmission of

information. Spurious emissions include harmonic emissions, parasitic emissions, intermodulation products and frequency conversion products, but exclude out-of-band emissions.

**Station (Radio)** - One or more transmitters or receivers or a combination of transmitters and receivers, including the accessory equipment, necessary at one location for carrying on a radiocommunication service, or the radio astronomy service.

Subsidiary or Associated Companies - Any company of which the Licensee has a controlling or substantial interest.

**Telecommand** - The use of telecommunication for the transmission of signals to initiate, modify or terminate functions of equipment at a distance.

**Telemetry** - The use of telecommunication for automatically indicating or recording measurements at a distance from the measuring instrument.

**Third Party Organisation** - Any organization to which this License has not been issued which is carrying on or intends to carry on telecommunications undertaking.