

BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY



INVITATION TO APPLY

FOR

LICENSING OF COMMERCIAL BROADCASTING RADIO STATIONS

REFERENCE NO: BOCRA/ITA/002/2025.26

CLOSING DATE: 1 DECEMBER 2025

**BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY
PRIVATE BAG 00495
GABORONE
PLOT 50671,
INDEPENDENCE AVENUE STREET,
GABORONE**

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ITA NOTICE

BOCRA/ITA/002/2025.26

ITA FOR LICENSING OF COMMERCIAL BROADCASTING RADIO STATIONS (PRIVATE RADIO STATIONS)

The Botswana Communications Regulatory Authority (BOCRA) or the Authority hereby invites organisations and interested registered entities to submit applications for Commercial Radio Broadcasting licences.

The objective of the ITA is to invite potential Radio Stations that will augment the already existing players and further promote media diversity, enhance information dissemination and stimulate a more competitive broadcasting space.

Applications and all supporting documents should be submitted not later than **12:00hrs** on **1 December 2025** or such other later date as the Authority may advise in writing, in the “**Tender Box**” located at the following address:

**Botswana Communications Regulatory Authority
Plot 50671
Independence Avenue
Gaborone**

Applications will be opened at **12:05hrs** on **1 December 2025** at the BOCRA offices. Bidders and the public are invited to attend the opening session.

Applicants are required to pay a non-refundable Licence Application Fee of **One Thousand, One Hundred and Forty Pula (P1,140.00), VAT Inclusive** to BOCRA on submission of the application. Payment must be made in the form of a bank transfer or deposit at the following bank details:

Bank Name:	First National Bank Botswana Ltd
Branch Name:	Mall
Branch Code:	28-28-67
Account Name:	Botswana Communications Regulatory Authority

Bank Account No: 62011115088
Swift Code: FIRNBWGX
Reference: BTA0002
Payment From: COMPANY NAME

Notwithstanding anything in the foregoing, the Authority is not bound to accept any application.

For any further information regarding the Application, contact: **Procurement Office at: tenders@bocra.org.bw**

End of ITA Notice

SECTION 1- INVITATION AND INSTRUCTIONS TO APPLICANTS

1. Introduction

- 1.1 Pursuant to Section 31 of the Communications Regulatory Authority (CRA) Act of 2012. BOCRA hereby invites registered entities and Organisations to submit applications for Commercial Radio Broadcasting Licence (Terrestrial Radio) as detailed in Section 2 of this Invitation to Apply (ITA) document.

2. The ITA comprise:

- 2.1 Invitation to Apply (ITA) Notice
- 2.2 Invitation and Instructions to Applicants
- 2.3 Terms of Reference (TORs)
- 2.4 Licence Conditions

3. Clarifications on the ITA

- 3.1 Clarifications sought on the ITA may be submitted through email to **tenders@bocra.org.bw** and must be sent and/or received by **21 November 2025** or such other later date as BOCRA may advise.
- 3.2 BOCRA shall produce a Clarification Document in response to all questions or requests for clarity received and send it to the prospective applicants not later than **26 November 2025**.

- 4. Applicants will not be reimbursed for any expenses incurred in the preparation of their applications.

- 5. BOCRA staff is not permitted to discuss any issues related to this ITA or give any verbal clarifications to any person. All queries are to be addressed using the procedure outlined above. Any effort by a bidder to influence BOCRA members of staff during the process shall result in outright disqualification of the bid.

6. BOCRA and UASF Board Members are prohibited from bidding for any licences/supplies/services/works contract with the Authority.
7. Application documents shall not be returned to the Applicants at the end of the evaluation and adjudication processes.
8. Faxed or emailed applications shall not be considered.

9. Submission Format

- 9.1 A One Envelope Submission method/system shall be followed to submit applications. Applicants shall submit;
 - a) Original hard copy of their applications in a single securely sealed envelope/package labelled “**ORIGINAL**”.
 - b) Identical scanned soft copy (in a USB) of the original Application shall be included in the same envelope/package.
 - c) The envelope/package should bear the inscription below:

ITA NO: BOCRA/ITA/002/2025.26

**INVITATION TO APPLY (ITA) FOR LICENSING OF REGIONAL
COMMERCIAL BROADCASTING RADIO STATIONS
(PRIVATE RADIO STATIONS)**

- 9.2 Applications shall address in detail, the requirements stipulated in the Invitation to Apply document and Terms of Reference.

10. Evaluation of Applications

- 10.1 The evaluation process shall follow the Quality Based Selection (QBS) Evaluation Method and will be carried out in a three-staged process as shown below.

Stage 1: Compliance Check stage: This stage does not accrue any scores but rather is used to check whether the Applicants have complied with the necessary requirements;

Stage 2: The Technical Evaluation: This stage shall consider conformity of the Applications to the requirements, Terms of Reference (TORs). This stage takes a total of **90 points**.

Stage 3 Citizen participation: This stage will consider the level of citizen participation and leadership in the applying entity. The stage takes **10 points**.

11. Opening of Applications

11.1 All Applicants are encouraged to follow submission format stated below:

	Description
1	A sealed package.
2	One (1) hardcopy of the Application.
3	Identical Soft Copy of the Original Application contained in a USB device.

11.2 Stage 1: Compliance Check

11.2.1 At this stage, Applications shall be checked for compliance with the stipulated compliance checklist in Table 1 below. Applications that pass this stage will proceed to Stage 2 of the evaluation.

Table 1: Compliance Checklist

No.	Description	Yes	No
1	A copy of a valid Tax Clearance Certificate or exemption thereof issued by Botswana Unified Revenue Services. Registration will be verified on the BURS online portal.		
2	Copies of Certificate of company registration issued by the Companies Intellectual Property Authority (CIPA) Registration will be verified through the CIPA online portal.		
3	Proof of Payment of the Licence Application fee		
4.	Certified Proof of nationality of Board of Directors, Shareholders, and/or station leadership (certified copy of Omang or Passport)		

11.2.2 In cases where an Applicant fails to submit the documents listed in the compliance check list above, the applicant will be notified and requested by email to submit the missing information within 2-5 days of notification. Failure to submit these documents within the stipulated time shall result in immediate disqualification.

11.2.3 Any Applicant who does not comply with the above compliance check list even after being requested to resubmit, shall be disqualified immediately and shall not be considered in the further stages of evaluation or award.

11.3 Stage 2: Technical Evaluation (90 points)

11.3.1 This stage shall consider the conformity of Applications to the Terms of Reference. The criteria for evaluation shall be as shown in Table 2 below.

Table 2: Technical Evaluation Scores

EVALUATION CRITERIA	EVALUATION CRITERIA DESCRIPTION	MAXIMUM POINTS
1. Organisational Structure	Applicants must provide clear station management strategies: • Attach a complete ownership profile, listing consortium partners and their equity holdings valued in Pula. Distinguish between owners who take an active role in the company and those with an equity interest only. • Attach a Shareholder Agreement stating the control of and/or veto rights in the company. • Provide key skilled personnel for Station management (Station Manager and relevant expertise responsible for Programming, Technical matters, Finance, News/Reporting, Marketing, etc) • Attach Curricula Vitae (CVs) and Certificates of key personnel • Provide Clear roles of key personnel • Provide Organisational structure of the station in the form of an organogram and indicate how the station will be operated • Attach Curriculum Vitaes (CVs) of the owners/Shareholders. • Maximum of 2 designated Contact persons (Physical address, Postal address, Telephone number and email address) • Provide proposed name of station • Attach founding documents of the station	10

2.The Market - Objectives of the Station	Applicants must clearly indicate the objectives of the station including but not limited to: • Population profile of the licence area. • The targeted audience. • The type of content to be aired. • Applicants must describe uniqueness of the proposed services and explain how it will add to the diversity of radio broadcasting in the licence area.	10
3.Broadcast Technology (Terrestrial) - Technical capability	Applicants must provide the following information on the Technical set-up: • Antenna location(s) (place, geographical coordinates) • Effective Radiated Power (ERP) • Proposed power output. • Antenna type, gain and height. • Intended coverage radius. • Proposed horizontal broadcasting pattern • Kind of studio equipment to be used by the broadcasting service and shall ensure that the broadcasting equipment complies with the relevant ITU recommendations for Region 1. • The maintenance plan of transmitters; • Recording equipment. • Backup solutions - measures to ensure the continuous running of stations in case of technical problems. Applicants must provide information of the technical capability (qualifications and relevant certificates) of running and maintaining the station: • the technical support personnel (inhouse or outsourced).	20
4.Mitigation of Risk	Applicants must highlight any anticipated challenges or risks that may arise during the running of the station, and must, • clearly indicate how these challenges/risks will be mitigated.	10

5.Coverage Area/ Roll-out	Applicants must clearly state the Regions selected (maximum of 3) as per the Map provided • Applicants must list towns and villages in each Region to be served, with clear indications of the timelines on which each transmitter will be rolled out. • Applicants must provide Maps showing geographical boundaries of the areas of coverage – the licence area.	10
6.Financial Capability and Management	Applicants must provide details of costs for running a Station and the available financial resources: • A three (3) year financial Projection plan covering: • Estimated cost of the Capital investment to set-up the station (initial funding); • Estimated cost of the operational running of the station (operational sustainability); and • Funding strategies. • Attach three months certified bank statement or commitment letters and three months cerified bank statements from funder(s),or sponsor(s).	10

7.Programming and content Plan	Applicants must provide details on the nature and types of programmes: • Describe the uniqueness of the proposed Programming format and explain how it will add to the diversity of broadcasting in the licence area. • The overall music and programs to be broadcast including the anticipated percentage of local content to be aired. • Diversity & inclusivity in programming. • Languages to be used and sources of programming. • Editorial policy or content supervision of the station. • Mechanisms in place to monitor content of incoming calls during call-in programs (where applicable). • Attach a programme schedule.	20
TOTAL POINTS		90

Applicants who score a minimum of 63 marks or 70% of the Technical total score will proceed to the next stage of evaluation.

11.4 Stage 3 Citizen Leadership (10 points)

11.4.1 Each Applicant must clearly indicate the nationality of its Leadership, Shareholders and Directors in the forms provided.

11.4.2 In addition, the Applicants must enclose a certified proof of citizenship for its Leadership, Shareholders and Directors; Omang or passports.

11.4.3 A maximum of ten (10) points will be awarded to each Applicant based on the level of citizen participation in the organisation.
The points shall be awarded in the following manner:

- a) 0% citizen participation = 0 points
- b) 1% - 79% citizen participation = 2 points

- c) 80% - 89% citizen participation = 5 points
- d) 90% -100% citizen participation = 10 points

12. Licence Award

- 12.1 The award of the licence will be made to the most compliant Applicant whose application meets all the ITA requirements.

13. Communication of Evaluation and Award Outcomes

- 13.1 Following the evaluation, adjudication and award processes, applicants will be notified in writing as to whether they have been successful or not.
- 13.2 Any applicant who wishes to ascertain the grounds for not being successful should formally request for feedback from the Authority. Following such a request, BOCRA shall provide feedback, either in writing or through a debriefing meeting. The requesting applicant shall bear all costs of attending the debriefing meeting.

14. Cooling-Off Period

- 14.1 BOCRA shall allow a period of fourteen (14) calendar days after announcing the award of licences to cater for engagement with applicants who may request for debriefing (if any).
- 14.2 The successful Applicant(s) will be issued with a Licence and the Roll-out and technical specifications submitted with the applications shall form part of the licence.

End of Section 1 – Invitation & Instructions to Applicants

SECTION 2 -TERMS OF REFERENCE

LICENSING OF COMMERCIAL BROADCASTING SERVICES (RADIO)

BY

BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

1.0 Background

- 1.1. The Botswana Communications Regulatory Authority herein referred to as (BOCRA) or the Authority is mandated through the Communications Regulatory Authority Act (CRA Act) [No. 19 of 2012] to regulate Broadcasting services in Botswana.
- 1.2. To promote innovation and competition BOCRA would like to licence new players who would innovate and adapt to changing media consumption habits, as well as encourage diversity of editorial voices and programming formats.
- 1.3. The award of the licences will further address gaps in geographical coverage where existing stations may not adequately serve other communities.
- 1.4. In view of the foregoing, the Authority desires to license **Two (2) Regional Commercial FM Radio Broadcasting stations** with the prospect of progression to National Coverage subject to the successful implementation and completion of their respective regional coverage rollout plans.

2.0 Commercial Radio Broadcasting

2.1 A Commercial Radio Broadcasting service means a service which is:

2.1.1. profit oriented and operates like a business and generates income through advertising;

2.1.2. usually owned by private entities and companies or media groups; and

2.1.3. usually covers wide audiences with content designed to attract largest listenership.

3.0 Licensing Criteria

3.1 Applicants may apply for a **maximum of three (3) Regions** of their choice from the eleven (11). Botswana has been divided into eleven (11) Regions as illustrated on *Map of Botswana and Table below*:

Botswana Map Depicting Eleven Regions

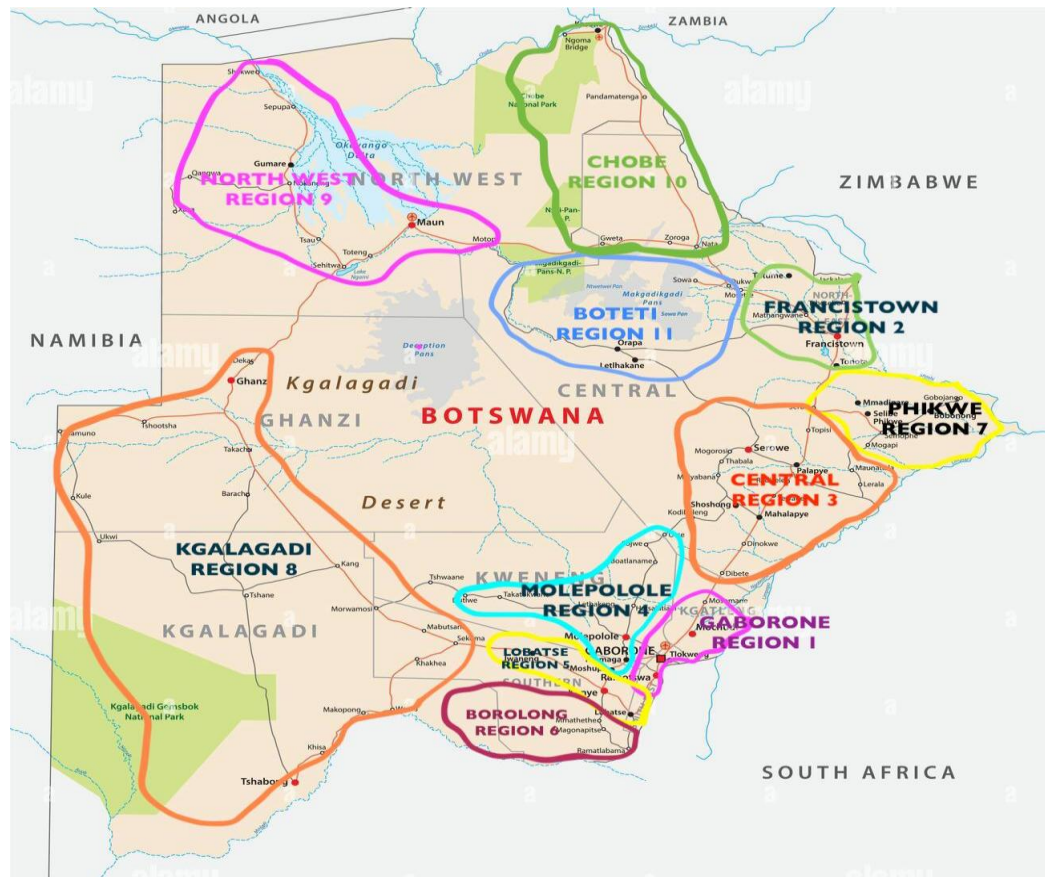


Table 3: Eleven Regions

	Region	Major Town	Other places
1	Gaborone	Gaborone	Tlokweng, Mogoditshane, Ramotswa, Mochudi
2	Francistown	Francistown	Tati, Tutume, Ramokgwebana, Tonota, Mathangwane
3	Central	Palapye	Serowe, Mahalapye, Shoshong, Radisele, Lerala
4	Molepolole	Molepolole	Thamaga, Moshupa, Letlhakeng, Takatokwane, Sojwe, Lephepe
5	Lobatse	Lobatse	Lobatse, Kanye, Pitsane, Digawana, Jwaneng
6	Borolong	Goodhope	Metlojane, Mmathethe, Phitshane Molopo, Mabule, Ramatlabama
7	Phikwe	Selebi Phikwe	Serule, Mmadinare, Bobonong, Sefophe, Robella
8	Kgalagadi	Ghanzi	Kang, Hukuntsi, Tsabong, Werda, Bokspits, Sekoma, Morwamosu, New Xhade
9	North West	Maun	Sehithwa, Gumare, Shakawe
10	Chobe	Kasane	Kazungula, Pandamatenge, Lesoma, Nata, Gweta
11	Boteti	Orapa	Letlhakane, Rakops, Mmatshumu, Xhumaga, Sowa

3.2 Application Rules

3.2.1 Applicant may apply for a maximum of three (3) regions out of the eleven (11) regions illustrated on Table 3 above.

3.2.2 Applicant should propose a roll out plan to achieve at least 50% population coverage of the region within the two (2) year licence period.

3.2.3 Applications should include transmitter locations to maximise coverage.

3.2.4 Applicants can propose additional small/underserved villages not included in the regions.

3.3 General Eligibility Requirements

3.3.1 The Authority will issue the licences to applicants who meet all regulatory requirements, including technical standards, local content requirements and public interest.

3.3.2 The prerequisites for obtaining a licence to operate a Commercial Radio Broadcasting station are described below;

3.3.2.1 Applicants must submit a Business plan which outlines the financial capacity and sustainability of the station.

3.3.2.2 Applicants must submit Programming schedules showing the proposed content to be aired, target audience and other relevant information.

3.3.2.3 Applicants must provide Technical details to demonstrate their technical competence or capability to operate and manage the broadcasting equipment and infrastructure.

3.3.2.4 Applicants must submit financial records and other relevant documentation to demonstrate their ability to finance the station set-up and operations.

3.3.2.5 Applicants should have a physical local presence in Botswana.

3.4 Licence Validity

3.4.1 The Authority will issue a Provisional Regional Commercial Radio Broadcasting Licence which shall be valid for a period of two (2) years from the Licence date. A long-term Regional Commercial Radio Broadcasting Licence of fifteen (15) years will be issued to a Licensee that has achieved at least 50% of their roll out obligations upon expiry of the Provisional Licence.

3.4.2 The licence shall remain in effect for the duration, unless replaced or revoked by the Authority.

3.5 Local Content

3.5.1 Local Content quota shall not be below 60% and will be revised from time to time. The content must reflect the diverse needs and interests of the target listenership.

3.6 Political funding

3.6.1 Political funding and advertising from political parties or electoral candidates is prohibited **except** during the election period as per the Code of Conduct for Elections.

3.7 Technical Specifications and Key Deliverables

3.7.1 Make and model of each proposed transmitter;

3.7.2 Proposed effective radiated power (ERP);

3.7.3 Proposed power output;

3.7.4 Proposed antenna polarisation;

3.7.5 Antenna gain;

3.7.6 Proposed horizontal broadcasting pattern;

3.7.7 Type of antenna;

3.7.8 Physical address (if any) of location of proposed transmitter;

3.7.9 Geographical co-ordinates or map reference of transmitter's position;

3.7.10 Site height above sea level;

3.7.11 Effective antenna height above site;

3.7.12 Kind of studio equipment to be used by the broadcasting service;

- 3.7.13 Licensee shall ensure that the broadcasting equipment complies with the relevant International Telecommunication Union (ITU) recommendations for Region 1 and;
- 3.7.14 Name, address, qualifications of person/s who will be in charge of technical matters.

4. START OF LICENCE

- 4.1 The Applicant shall indicate their expected commencement of operations.

5.0 Other Licence Obligations

5.1 Monitoring & Compliance

- 5.1.1 There shall be procedures for monitoring and assessing compliance with licensing conditions and a Penalty framework for non-compliance. The Framework shall encompass warnings, fines, or licence revocations and shall be applied as determined by the Authority.
- 5.1.2 Broadcasters shall adhere to the existing Codes that govern the broadcasting sector, including but not limited to Code of Conduct for Broadcasters, Code of Conduct for Advertising, Code of Conduct for Elections Coverage etc.

5.2 Licence Fees

5.2.1 The annual Broadcasting Service fee shall be one percent (1%) of the Annual Net Turnover, paid quarterly in arrears based on the Net Turnover reported for each quarter.

5.2.2 An Annual Radio Licence fee per transmitter shall be paid on or before the licence expiry date, governed by the terms and conditions of the Radio Licence, subject to review in accordance with any new radio licence fee structures which may be introduced under Section 45 of the Act.

5.2.3 The fees paid in terms of the licence has attract Value Added Tax (VAT)

5.3 Dispute Resolution

5.3.1 Broadcasters shall adhere to existing BOCRA mechanisms for Dispute resolution.

5.4 Reporting & Transparency

5.4.1 The stations shall be required to regularly report on their activities, financial status, and general activities as may be required by their Licence.

5.5 Emergency Broadcasts

5.5.1 Broadcastors shall have protocols to relay emergency information and coordinate with local authorities during crisis times.

6.0 BOCRA Rights & Reservations

- 6.1 This ITA is not intended to form any part of the basis of any investment decision.
- 6.2 Any interested party must make its own independent decision to participate in the processes described herein and any liability arising in respect of this ITA or omission from the ITA or other communication arising from this ITA is expressly disclaimed.
- 6.3 The BOCRA reserves the right to offer the available radio licences to any of the Applicant(s) who, in the opinion of the BOCRA, satisfy the specified requirements of the Authority and are in the best interests of Botswana.

SECTION 3 - CONDITIONS OF LICENCE (DRAFT LICENCE)

**FOR LICENSING OF COMMERCIAL BROADCASTING SERVICES IN
THE REPUBLIC OF BOTSWANA BY THE BOTSWANA
COMMUNICATIONS REGULATORY AUTHORITY**



PROVISIONAL COMMERCIAL RADIO BROADCASTING LICENCE

GRANTED BY

BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

TO

XXX RADIO

**UNDER SECTION 31 OF THE
COMMUNICATIONS REGULATORY AUTHORITY ACT
(No. 19 of 2012)**

Dated 30 OCTOBER 2025



BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

**NOTICE OF GRANT OF LICENCE UNDER SECTION 31 OF THE COMMUNICATIONS REGULATORY
AUTHORITY ACT (No. 19 of 2012)**

Licence No: **RBL 00XX/25**

XXX (PTY) LTD
(the "Licensee")

is hereby licensed under Section 31 of the Communications Regulatory Authority Act (No.19 of 2012) (Hereinafter referred to as "the Act") to provide;

a) Commercial Radio Broadcasting Services

in Botswana, with the Licensee's registered offices situated at **Plot XX, XX, Gaborone, Botswana** for a period of fifteen (15) years from **30 March 2026 to 29 March 2028** subject to the terms and conditions which fully appear in Annexure 1 attached hereto.

ADDITIONAL CONDITIONS

- a) This licence is a Provisional Commercial Regional Radio Broadcasting Licence.
- b) This Licence replaces any and all previous Licences issued by the Authority under the Act; and
- c) The Licensee shall at all times display this Licence Notice in a conspicuous place at the Licensee's registered offices.

Given under my hand and seal in GABORONE this 30th day of March 2026.

[Seal of AUTHORITY]

MARTIN MOKGWARE
CHIEF EXECUTIVE

ANNEXURE 1

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BOTSWANA COMMUNICATIONS REGULATORY AUTHORITY

RADIO BROADCASTING LICENCE:

TERMS AND CONDITIONS

Imposed on the Licensee under Communications Regulatory Authority Act (No. 19 of 2012)

Part 1: Definitions

1. Definitions

- 1.1 All words and expressions used in this Licence which are defined in the Act shall have the same meanings as ascribed to them under the Act.
- 1.2 For the purposes of this Licence, and unless the context otherwise requires:
 - 1.2.1 **“Act”** means the Communications Regulatory Authority Act (No. 19 of 2012)
 - 1.2.2 **“Associated Company”** means any company that is a subsidiary or a holding company of the Licensee, or a subsidiary of a holding company of the Licensee;
 - 1.2.3 **“Botswana Communications Regulatory Authority”** means a body corporate established under Section 3 of the Act (hereinafter referred to as “the Authority”);
 - 1.2.4 **“Broadcasting”** has the same meaning as defined in Section 2 of the Act;
 - 1.2.5 **“Clause”** means a Clause of this Licence as contained in this Annexure;
 - 1.2.6 **“Disaster”** includes without limiting the generality of its ordinary meaning, any event or circumstance arising out of accidents, natural phenomena, fires, explosions, or incidents involving exposure or potential exposure to toxic or radioactive materials;
 - 1.2.7 **“Emergency Service”** means the service provided by the Licensee alone or in conjunction with any other person by means of which emergency broadcasts are made free of charge by national or local emergency organisations which shall include the police and security forces, fire brigade and ambulance services, medical and veterinarian services, environmental disaster agencies, whether or not such emergency organisations are owned and managed on a private or public basis and may include any additional emergency services which the Licensee may provide in its own discretion;
 - 1.2.8 **“Free to Air”** means a service without encryption, capable of being received by the end user on any Sound Radio Receiver without decoding equipment and without payment to the broadcaster;
 - 1.2.9 **“Force Majeure”** means any supervening law or regulation in Botswana, act of God, accident, natural phenomenon, fire, explosion, or incident involving exposure or potential exposure to toxic or radioactive materials disaster, act of war or insurrection or other event which is beyond the control of the Licensee and is not attributable to any fault on the part of the Licensee;

- 1.2.10 **“ITU”** means International Telecommunication Union;
- 1.2.11 **“Licence”** means this Licence, including the Licence Notice and all the Terms and Conditions, Annexures and Schedules attached to the Licence as amended from time to time;
- 1.2.12 **“Licence Date”** means the date of issue of this Licence;
- 1.2.13 **“Licensee”** means the person described as such on the Licence Notice.
- 1.2.14 **“Licence Notice”** means the notice of grant of Licence issued to the Licensee
- 1.2.15 **“Licence Period”** means the period prescribed in Clause 3.1 and shall, where the context admits, include any extension awarded under Clause 3.2;
- 1.2.16 **“Licensed System”** means a sound broadcasting network or system or any part thereof which the Licensee is authorised to construct, maintain and operate in terms of clause 2 of the Licence;
- 1.2.17 **“Line-up”** means the complete testing and adjusting to appropriate levels of all adjustable parameters in a broadcasting system, including power supply voltages, input and output audio levels, local oscillator frequencies and levels, intermediate frequency signal levels and frequencies, transmitter frequencies and output power;
- 1.2.18 **“Original Shareholders”** means the shareholders of the Licensee when this Licence was granted;
- 1.2.19 **“Performance Period”** means the period between 06h00 and 24h00 each day;
- 1.2.20 **“Private Broadcasting Service”** means a broadcasting service operated for profit and controlled by a person who is not a public or community broadcasting licensee according to Section 2 of the Act;
- 1.2.21 **“Programme”** in relation to a broadcasting service means audio information intended to enlighten or entertain and includes advertising or sponsorship matter, whether or not of a commercial kind;
- 1.2.22 **“Programming Format”** means a plan for the organisation and arrangement of specific sound radio programmes or shows by a sound radio station or channel that makes the station or channel distinct from others;
- 1.2.23 **“Quality of Service Standards”** means the quality of service standards as maybe prescribed by the Authority in relation to licensed services.
- 1.2.24 **“Radio”** means the conveyance of one or more channels of information by means of an electromagnetic wave most usually propagated in space, having a frequency below 3000 GHz;
- 1.2.25 **“Radio Licence”** means a Licence issued by the Authority to the Licensee under which the Licensee is assigned and authorised to use particular bands of radio frequency spectrum under Section 45 of the Act;
- 1.2.26 **“Regulations”** means any regulations issued by the Minister under Section 94 of the Act;
- 1.2.27 **“Signal”** includes any signs, sounds, text, images, information or data of any configuration sent, or to be sent, for conveyance by means of a licensed system;

- 1.2.28 **"Sound Broadcasting Service"** means a broadcasting service destined to be received by a sound radio receiver;
- 1.2.29 **"Sound Radio Receiver"** means any apparatus designed or adapted to be capable of receiving by radio the transmissions broadcast by a broadcasting service, and reproducing them in the form of sounds, but not also in the form of images or other visible signs or signals;
- 1.2.30 **"Terrestrial broadcasting"** means a service that is broadcast from a transmitter situated upon the earth's surface within the territory;
- 1.2.31 **"Territory"** means the geographical area of Botswana.
- 1.2.32 **"Universal Access and Service levy"** means a levy imposed on identified operators for the purpose of funding universal access in the communications sector;
- 1.2.33 **"Universal Access and Service Policy"** means national policy on universal access and service in the telecommunications sector, particularly in the Underserved Regions, as promulgated by the Government of Botswana from time to time;
- 1.2.34 **"Universal Service Fund"** means the fund established as per the Act for the purpose of funding universal access.

PART 2: Scope of Licence, Licence Period, Licence Package and Fees

2.Scope of Licence

- 2.1 The Licensee shall operate its Sound Broadcasting Services under the name specified in **Schedule 2**.
- 2.2 The Licensee may change its name, subject to the written approval of the Authority, which shall not be unreasonably withheld.

3.Licence Period and Licence Package

- 3.1 The Licence shall remain valid for a period of fifteen (15) years from the Licence Date unless replaced or revoked by the Authority.
- 3.2 This Licence may be renewed upon expiry of the fifteen (15) years Licence period, provided that the Licensee shall apply for such renewal not more than twelve (12) months but not less than six (6) months prior to the date of expiry. The Authority shall grant or reject the Licensee's application for renewal within three (3) months of receiving such application.

4.Licence Package

- 4.1 Subject to the terms and conditions provided for in this Licence, the Licensee is hereby authorised to construct, operate and maintain the Licensed System within the Territory for the following purpose of providing a Sound Broadcasting Service;

- 4.1.1 provision of a Sound Broadcasting Service for commercial purposes by means of a broadcasting system operating within the frequency bands approved in the Radio Licence.
- 4.2 The Licensee shall ensure that the Sound Broadcasting Service is substantially operated by the Licensee.
- 4.3 The rights granted in Clause 4.1 above may be exercised partially through agents, contractors or service providers of the Licensee, provided that the Licensee shall be responsible for the acts or omissions of such agents or contractors in relation to the Licensed System.
- 4.4 With regard to the Licensee's relationship to any agent, contractor or service provider:
 - 4.4.1 the Licensee shall stipulate adequate provisions in its agreements with agents, contractors or service providers to ensure that the exercise by them of any of the above rights do not contravene any of the conditions of this Licence or the provisions of the Act;
 - 4.4.2 the liability of the Licensee for any acts or omissions of any agent or contractor in relation to such rights shall be limited to acts or omissions which constitute a contravention or violation of this Licence or the provisions of the Act;
 - 4.4.3 should an agent or contractor of the Licensee commit any act or omission in violation of a condition of this Licence, the Licensee shall upon becoming aware thereof notify the Authority and act as expeditiously as possible to remedy or mitigate any such contravention provided that the Licensee shall be afforded a reasonable time for such purposes;
 - 4.4.4 the Authority shall upon becoming aware of any contravention of the Licence conditions by the agents or contractors of the Licensee or any complaints lodged with the Authority in relation to the Licensed System, notify the Licensee of any such contravention or complaint and the provisions of Clause 4.4.3 shall apply *mutatis mutandis*.
- 4.5 Unless expressly indicated to the contrary, nothing contained herein shall be construed or misunderstood as to relieve or exempt the Licensee or any other party, including any agents or contractors of the obligation to comply with the provisions of this Licence, the Act or any other Botswana law, to the extent that they may be applicable.
- 4.6 The Licensee shall at all times observe the provisions of any international telecommunications conventions, such as International Telecommunication Union (ITU) conventions to which Botswana is a party, to the extent that they may be applicable.

5.Fees

- 5.1 The annual Broadcasting Service fee shall be one percent (1%) of the Annual Net Turnover, paid quarterly in arrears based on the Net Turnover reported for each quarter.
- 5.2 An annual Radio Licence fee per transmitter shall be paid on or before the Licence expiry date, governed by the terms and conditions of the Radio Licence, subject to review in accordance with any new Radio Licence fee structures which may be introduced under the under Section 45 of the Act.

5.3 The fees paid in terms of this Licence shall attract Value Added Tax (VAT) and are non-refundable.

6.Universal Access and Service Levy

6.1 The Licensee shall pay amounts prescribed by the Authority as Universal Access and Services Levy.

PART 3: Technical Standards

7.Technical Standards

- 7.1 The Licensee shall confine its Sound Broadcasting Service to the use of frequencies specified in the Radio Licence.
- 7.2 Any breach, contravention of or non-compliance with any conditions contained in the Radio Licence shall constitute a violation of this Licence.
- 7.3 The Licensee shall design, construct, operate and maintain the Licensed System to achieve Service Availability Rate of 98.0 % averaged over the preceding three (3) months.
- 7.4 All outages of 10 minutes or more shall be reported in writing to the Authority.
- 7.5 The Licensee shall keep detailed records of all major equipment repairs and Line-ups. The Authority should be informed at least two (2) months in advance about all planned major repairs or Line-ups.

PART 4: Coverage and Programming

8.Coverage

- 8.1 The Licensee shall meet its coverage obligations as outlined in **Schedule 4**. In meeting coverage obligations, the Licensee may use its best endeavour to share infrastructure facilities where possible such as sites, towers or transmitters with any other licensed operator provided that all technical standards or specifications are adhered to. Such sharing should not limit or restrict the Licensee's capacity to provide a Broadcasting Service granted under this Licence.

9.Programming

- 9.1 The programming format shall be as outlined in **Schedule 3**.
- 9.2 The Licensee shall not be in contravention of prevailing copyright laws in Botswana.
- 9.3 If the Licensee intends to change its programming format by more than fifteen percent (15%), the Licensee shall apply for an amendment to these Licence conditions.
- 9.4 Sound recordings of all programmes shall be kept in such format as the Authority may prescribe from time to time for a period of ninety (90) days.

PART 5: Ownership and Management

10. Ownership and Management

- 10.1 Any changes to the shareholding structure, reflected in **Schedule 1**, or any transfer or sale or encumbrance of any share shall be subject to the procedures for amendments set out in **Clause 12**.
- 10.2 The Licensee shall not transfer, cede, assign, pledge any rights conferred in terms of this Licence or dispose of this Licence without first obtaining written approval of the Authority.

PART 6: Amendments to certain documents of the Licensee

11. Amendments to certain documents of the Licensee

- 11.1 A written permission by the Authority must be obtained prior to effecting any amendments to the following documents:
- 11.1.1 the Memorandum or Articles of Association of the Licensee;
 - 11.1.2 the Shareholders' Agreement of the Licensee;
 - 11.1.3 where applicable, the Shareholders' Agreement of the ultimate holding Company of the Licensee;
 - 11.1.4 where applicable, the loan agreement among the shareholders of the Licensee;
 - 11.1.5 where applicable, the loan agreement between the Licensee and any lender or lending institution; and
 - 11.1.6 where applicable, the management and technical support agreement between the Licensee and any other person.

12. Change of Shareholding

- 12.1. Where the Licensee seeks the permission of the Authority to effect any change of whatever nature to the shareholding structure of the Licensee, whether through increasing or decreasing the shares of any shareholder of the Licensee or as a result of any arrangement between the Licensee and any other person, the Licensee must furnish the following information to the Authority:
- 12.1.1 the name and address of the person to whom any shares have been or will be sold or transferred;
 - 12.1.2 the number and class of shares and the rights attached to such class;
 - 12.1.3 the name, address and designation of the person who is in a position to exercise direct or indirect control over a significant proportion of the programming and/or operations of the Licensee.

12.2. Where the Licensee's Board of Directors is changed, the Licensee must inform the Authority within fourteen (14) days of such change in respect of:

12.2.1 any person who is in a position to veto any action taken by the Board of Directors or any delegate of the Board of Directors;

12.2.2 any person who is in a position to appoint or secure or veto the appointment of any Director of the Licensee; and

12.2.3 any person who is in a position to give or to exercise directly or indirectly any restraint or direction in any manner over any substantial issue affecting the management of the Licensee.

PART 7: Botswana Preference

13.Botswana Preference

13.1. In the implementation of its operations under the Licence, including without limitation, the purchase of equipment, construction and installation of facilities and delivery of the Service or any part thereof, the Licensee shall, to the maximum extent possible and in a manner consistent with the safety, efficiency and economy of its operations, give preference to:

13.1.1 materials and products made in Botswana; and

13.1.2 service agencies located in Botswana and owned by Botswana citizens or bodies corporate established under the applicable Botswana company laws which are majority owned by Botswana citizens.

13.2. In all phases of its operations under this Licence, the Licensee shall give preference in its employment practices to Botswana citizens, to the maximum extent possible and in a manner consistent with the safety, efficiency and economy of its operations.

13.3. The Licensee shall train Botswana citizen employees and enable such citizens to qualify for advancement in all areas of the Licensee's operations under this Licence.

PART 8: Corporate Social Responsibilities

14.Corporate Social Responsibilities

14.1. The Licensee shall at its own discretion, expend part of its annual Net Turnover on developmental activities comprising the Social Service Programmes which are directly related to the broadcasting industry or information society in the Territory including, without being limited to, education and training projects, bursary schemes and the supply of technology, provided that such developmental activities are not directly related to the Licensee's own operation or employees. Nothing in this Clause shall prevent the Licensee from deriving subsequent or indirect benefit from any such developmental activities.

- 14.2. The Licensee shall present a written report to the Authority on the activities stated at 14.1 above within thirty (30) days of the end of the Licensee's financial year.
- 14.3. The Licensee's discharge of its corporate social responsibility shall have a bearing on the renewal of the Licence.

PART 9: Emergency Services and Procedures

15. Emergency Services

- 15.1 The Licensee shall provide emergency services.

16. Emergency Procedures

- 16.1 The Licensee shall set out procedures and appoint contact persons in order to co-ordinate with the Botswana Defence Force, the National Disaster Preparedness Committee, and any other relevant bodies in times of war, national emergency, disaster or the declaration of a state of emergency. The procedures and name of the contact person should be submitted to the Authority.

PART 10: Records and General Provisions

17. Records and Reporting

- 17.1 The Licensee shall keep separately identifiable records for all transactions related to the activities contemplated in this Licence at its registered office in the Territory.
- 17.2 The Authority shall have reasonable access to the Licensee's records, personnel and property to enable the Authority to carry out effective supervision and enforcement of the conditions and may request additional information in writing from time to time from the Licensee.
- 17.3 The Licensee shall submit a comprehensive progress report to the Authority within ninety (90) days of Licensee's financial year-end or such other date as the Authority may prescribe and, in a format, approved by the Authority, outlining the Licensee's progress in respect of its corporate social responsibilities.

18. Locations and Addresses

- 18.1 The location of the Licensee's head office shall be situated within the Territory.
- 18.2 The Licence Notice shall be placed in a conspicuous place at the Licensee's registered office at all times.
- 18.3 The Licensee's registered office for the purposes of this Licence shall be as described on the Licence Notice, which shall not be changed without prior written notice to the Authority.

19.Proceedings of the Authority

- 19.1 The Licensee shall at all times ensure that, in any hearing, investigation or amendment application in terms of these Licence conditions, it corporates fully with the Authority by complying timeously with all requests for information and/or documents and any direction made by the Authority in connection with the hearing, investigation or amendment application.

20.Force Majeure

- 20.1 The Licensee shall not be held in contravention of this Licence if and to the extent that the contravention arises from an event of *Force Majeure*. The Licensee's obligations shall, to the extent necessary, be suspended while the event of *Force Majeure* continues.
- 20.2 The Licensee shall advise the Authority as soon as reasonably practicable upon becoming aware of the existence of any *Force Majeure* event or circumstances likely to lead to such event.
- 20.3 The Licensee shall bear the onus of proving the existence of a *Force Majeure* event.

PART 11: Complaints and Investigations

21.Complaints and Investigations

- 21.1 The Licensee shall:
- 21.1.1 provide the Authority with procedures designed to address complaints from the public about the Licensee; and,
 - 21.1.2 notify the Authority of the name and contact details of the person designated by the Licensee to deal with any complaints.
- 21.2 The Authority must be advised in writing within seven (7) days of the changes of the new contact person and details, or new complaints procedure (as the case may be) should the Licensee propose to:
- 21.2.1 change the complaints procedures referred to in paragraph 21.1.1 or,
 - 21.2.2 replace the person referred to in paragraph 21.1.2.
- 21.3 The Licensee shall broadcast information on how complaints may be lodged about the Licensee's programming at least three (3) times per week during peak times.

PART 12: Breach of these Licence conditions and penalties

22.Breach of these Licence conditions and penalties

- 22.1 In the event of any breach or failure to comply with this Licence conditions, the provisions of clause 23 shall apply.

23.Revocation

23.1 Without limiting the general application of the Act, the Licence may be revoked if:

23.1.1 The Licensee fails to achieve or sustain the minimum coverage and on-air date obligations in this Licence at any time after the Licence Date of this Licence; or,

23.1.2 The shareholding structure of the Licensee under **Schedule 1** is changed without the Authority's written approval; or

23.1.3 The Licensee fails to pay any fees or penalty referred to in this Licence; or

23.1.4 The Licensee commits or allows to be committed any violation of the terms and conditions of this Licence, including any omission in terms thereof and fails to remedy same after receiving notice by the Authority to do so within the period specified in such notice, which period shall not be less than fourteen (14) days; or

23.1.5 The Licensee changes its Programming Format or any of its elements by more than fifteen percent (15%) without seeking an amendment and obtaining the written permission from the Authority.

PART 13: Indemnity and Notices

24.Indemnity

24.1 The Licensee indemnifies the Authority against any claims for liability or damage, which may occur as a result of the Licensee complying with any condition under this Licence or lawful direction given by the Authority in terms of the Act.

25.Notices

25.1 All written notices to the Authority shall be marked for the attention of the Chief Executive and shall be hand delivered to:

Botswana Communications Regulatory Authority

Plot 50671 Independence Avenue

Gaborone

Botswana

Or to such other address as the Authority may specify in writing to the Licensee.

CONFIDENTIAL

Schedule 1: Ownership Profile (Clause 10)

1. The Schedule sets out all the shareholders of the Licensee and no shareholder may increase or reduce its shareholding without a written approval of the Authority. No sale or transfer of shares to any media concern shall be effected without a prior approval of the Authority.
- 1.1 This Schedule reflects the ownership structure of the Licensee at the time of the granting of this Licence. The shareholding structure of this Licence shall be as follows;

Shareholders	Percentage (%) of Shares
XX	XX
XX	XX
XX	100.00

CONFIDENTIAL

Schedule 2: Station Name (Clause 2)

2. The Licensee shall operate its Sound Broadcasting Service under the name **"XX FM"**

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Schedule 3: Programming Format (Clause 9)

3. The Licensee's service shall be broadcast 24 hours a day of which the measurement period shall be confined to the Performance Period of any one day.
- 3.1 The Licensee shall ensure that a minimum Local Content Quota of 51% is achieved within three (3) years of this Licence issuance. The Local Content Quota shall be included in the programming excluding news during the performance period. Following the three (3) years the Authority shall from time to time, in consultation with the service providers set a minimum Local Content Quota.
- 3.2 The Licensee shall broadcast in English and Setswana.
- 3.3 The target audience for the Licensee shall be between ages six (6) years to seventy (70) years.

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Schedule 4: Coverage Area (Clause 8)

- 4. The Licensee shall comply with the original scaled maps of its coverage area which shows the Licensee's transmission sites.
- 4.1 The coverage area of the Licensee shall be the entire Territory.
- 4.2 The roll out coverage of the nationwide audience shall be:
 - After 1 years: 20% of the population in the Territory;
 - At 2 years: 50% of the population in the Territory.
- 4.3 The Licensee shall comply with the attached detailed roll out plan indicating times and areas to be covered.