

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-III**. 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 on-going 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 Licencee 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.