



LICENCE NO. INST/**/**

LICENCE GRANTED BY THE NIGERIAN
COMMUNICATIONS COMMISSION TO
XYZ COMPANY
FOR INSTALLATION OF TERMINAL
OR OTHER EQUIPMENT UNDER NIGERIAN
COMMUNICATIONS ACT, 2003

THIS LICENCE is issued by The Nigerian Communications Commission (hereinafter referred to as "the Commission") under section 32 of Nigerian Communications Act, 2003 (hereinafter referred to as "the Act") **XYZ COMPANY** (hereinafter referred to as "the Holder") for **INSTALLATION OF TERMINAL OR OTHER EQUIPMENT** set out below:

1. **COMPLIANCE WITH THE ACT AND REGULATIONS**

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

2. **DURATION**

This Licence shall enter into force on **XXXXX, 2004** and shall be of five years duration subject to renewal upon such terms and conditions as may be applicable.

3. **FEES**

In consideration for granting the Licensee the right to operate the service, the Licensee shall pay to the Commission in full and without any deductions whatsoever:

- (a) On the grant of the Licence, the sum of N250,000.00 (Two Hundred and Fifty Thousand Naira) only as Licence Fee plus 5% surcharge (N12,500.00) to cover administrative costs and 5% VAT (N12,500.00)
- (b) An Annual operating levy which shall represent two and a half (2.5%) per cent of the Licensee's audited Gross Revenue payable within three months after the end of the first year of the Licence and thereafter quarterly on the Licensee's assessed net revenue within 30 days of the end of such quarter to be adjusted immediately on receipt of the Audited Annual Financial Statements of the Licensee.
- (c) The most recent Audited Account or where this is not available, the Management Account or any other account or projection of the Licensee's operations will be admitted for the purpose of calculating the gross revenue for the year under consideration and may be duly adjusted when the year's audited account becomes available.
- (d) The Commission shall determine the Licence fee payable for and in respect of any renewal of the Licence.

4. **SCOPE OF OPERATION**

This Licence shall be for Installation of Cellular and other terminals including sale of simple telephone handsets, modems, fax machines telephone extenders, cordless phone sets, switching equipment up to 100 lines capacity, HF, VHF, and radio terminal equipment. This Licence shall also be valid for the sale and provision of telecommunications components and accessories used or intended for use in the installation of the above mentioned terminals.

5. **TECHNICAL STANDARDS**

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

6. **APPROVAL OF EQUIPMENT**

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

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

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

8. **LIMITATIONS**

8.1. The Licence shall not be transferable except with prior written approval of the Commission.

8.2. The Licensee shall not carry out installation of other equipment except such as authorised by this Licence.

9. **REVOCATION**

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

- a. If the Holder is in breach of any of the Conditions attached to this Licence and such breach has not been rectified within 14 days after the Commission has notified the Holder of same;
- b. If the Holder requests the Commission in writing to revoke this Licence;
- c. If the Holder ceases to carry on the activity for which this Licence is granted;
- d. If the Type Approval Certification for the Holder's equipment lapses or is revoked;
- e. If the Holder fails to duly pay any Charges imposed by the Commission;
- f. If the Holder is unable to pay its debts, enters into liquidation or is otherwise declared insolvent.

10. **RENEWAL**

- 10.1 This Licence shall be automatically renewed and remain valid for a further period of **Five Years** subject to the provisions of 10.2 and unless the Licensee has given a written notice to the Commission, at least **Twelve Months** before expiry date shown on the Licence Certificate not to renew the Licence.
- 10.2 In order for this Licence to be automatically renewed as provided in 10.1 the Licensee shall have agreed and paid all the new licence fees and charges due within the **Six Months** preceding the first expiry date.