



TECHNICAL PERSONNEL LICENCE

GRANTED BY

THE COMMUNICATIONS COMMISSION OF KENYA

TO

XXXXXXXXXXXXXXXXXXXX

FOR THE PROVISION OF

**TECHNICAL EXPERTISE IN TELECOMMUNICATIONS
EQUIPMENT VENDING, INSTALLATION AND MAINTENANCE
SERVICES**

IN

THE REPUBLIC OF KENYA

LICENCE NO. TL/TP/2/xxxxxxx

THE LICENCE TERMS

The Communications Commission of Kenya (the "**Commission**"), in accordance with the Kenya Communications Act of 1998 (the "**Act**"), hereby authorises xxxxxxxxxxxxxxxx (the "**Licensee**") to provide technical expertise in vending, installation and maintenance of telecommunications equipment in accordance with the Terms and Conditions set out in this Licence.

1. The Licensee shall provide the Licensed Services in accordance with the Terms and Conditions of this Licence.
2. This Licence is issued on _____ (the **Effective Date**), amends, and replaces the licence granted to the Licensee on ----- under licence number TL/TP/----- This Licence shall not relieve the Licensee of any liabilities, responsibilities or obligations arising out of any agreements and/or contracts entered into under the previous licence/s.
3. This Licence is granted for a period of five (5) years (the "**Licence Period**") from the Effective Date unless it is revoked earlier in accordance with the Licence Conditions herein. The Licensee may renew the Licence at the expiry of the Licence Period.
4. Notwithstanding Clause 3 above, the Commission may at any time revoke this Licence by giving three (3) months' notice in writing in any of the following circumstances:
 - 4.1. if the Licensee agrees in writing that this Licence should be revoked;
 - 4.2. if any amount payable under this licence is unpaid forty-five (45) days after the Commission notifies the Licensee that the payment is overdue, such notification not to be given earlier than fourteen (14) days after the date on which the payment is due;
 - 4.3. if the Licensee has breached a Condition in this Licence and has failed to comply with any notice issued by the Commission under the Act, and
 - 4.4. if the Licensee is declared bankrupt.
5. Any word, phrase or expression used in this Licence shall, unless the context requires otherwise, have the same meaning as it has in the Act.
6. Words importing the singular shall include the plural and vice versa; words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa; words denoting gender shall refer to all genders.
7. The Licensee shall not assign, delegate, transfer or encumber in any manner the rights, interests or obligations under this Licence.
8. This Licence and the Licensee are subject to the provisions of the Act including, but not limited to, licence modifications and enforcements.
9. In this Licence the following terms shall have the following meanings:
 - 9.1. "**Act**" means the Kenya Communications Act 1998, any successor legislation and any subsequent amendments made thereto;

- 9.2. **“Compliance Report”** means a report prepared periodically by the Licensee detailing his compliance in respect of every licence condition;
- 9.3. **“Compliance Certificate”** means a certificate issued by the Commission to a licensee upon compliance with license terms and conditions;
- 9.4. **“Effective Date”** means the date when the Licence was first issued, or in the case of a Licence replacement, the date when the original Licence was issued;
- 9.5. **“Maintenance Services”** means procedures undertaken to ensure the continued performance of telecommunications systems or apparatus in accordance with the specifications and standards;
- 9.6. **“Regulations”** means the Kenya Communications Regulations, 2001 and its subsequent amendments;
- 9.7. **“Satisfaction of Works Certificate”** means a certification document issued by a subscriber whose telecommunications equipment installations have been successful completed, tested and commissioned by the Licensee;
- 9.8. **“Service Level Agreement”** means an agreement entered between the Licensee and a Subscriber defining the nature of the services to be provided and establishing a set of parameters to be used in measuring the agreed service level;
- 9.9. **“Subscriber”** means any natural person or legal entity who or which is party to a contract with the licensee;
- 9.10. **“Technical Personnel”** means an employee of the licensee authorised by the Commission to undertake the installation, testing, commissioning and maintenance of telecommunications equipment;
- 9.11. **“Telecommunications Equipment”** means an indoor/outdoor telecommunications equipment/system;
- 9.12. **“Telecommunication System”** means a system used for transmission, reception and switching of signals, such as electrical or optical, by wire, fibre, or electromagnetic means.

THE LICENCE CONDITIONS

1. CONDITION 1: COMMENCEMENT OF WORKS REQUIREMENTS

- 1.1. The Licensee shall, prior to undertaking any installation works, ensure that the installation is duly authorised by the Commission under the Act and is to be undertaken in accordance with the terms and conditions of such authorization.
- 1.2. The Licensee shall, prior to providing any equipment maintenance works, ensure that such equipment is type approved and is being used in accordance with the authorization by the Commission.

2. CONDITION 2: REQUIREMENT TO PROVIDE INFORMATION

- 2.1. The Licensee is required to maintain such information as will enable the Commission to carry out its functions under the Act in such manner and at such times as the Commission may request.
- 2.2. The Commission shall have the right to request the Licensee to submit periodic reports, statistics and other data as well as request additional information with a view to supervise and enforce effectively the terms of this Licence.
- 2.3. In particular, by the 15th July of every year, the Licensee shall submit a Compliance Report detailing the performance of the previous operational year ended 30th June.
- 2.4. The Commission shall have the right to publish information which it receives under this Condition unless, following representations by the Licensee, the Commission is satisfied that the information is of such confidential nature that disclosure would have a material adverse effect on the Licensee's business.

3. CONDITION 3: INSPECTION

The Licensee shall where necessary accompany the Commission (or a person authorised by the Commission) to inspect installations, constructions and maintenance undertaken and/or being undertaken by the Licensee to enable the Commission to exercise its functions under the Act.

4. CONDITION 4: DISPUTE SETTLEMENT

The dispute settlement mechanism set out in the Act shall apply to any dispute or disputes that arise out of the provisions of this Licence.

5. CONDITION 5: LICENCE FEES

- 5.1. Before the issuance of the Licence, the Licensee shall pay to the Commission an initial licence fee amounting to Kenya shillings two thousand (KShs. 2,000) only.
- 5.2. On 1st July of each year, the Licensee shall pay to the Commission an annual operating fee amounting to Kenya shillings five hundred (KShs. 500) only

Signed for and on behalf of Communications Commission of Kenya

Director/ Licensing Compliance and Standards
For: Director General
Communications Commission of Kenya

Date