

THE LICENCE TERMS

The Communications Authority of Kenya (hereinafter referred to as the “Authority”), in accordance with the Kenya Information & Communications Act, **Cap. 411A** (hereinafter referred to as the “Act”), hereby authorises the Licensee to provide technical expertise in carrying out design, development, installation, maintenance, configuration and supervision of IT Systems (**hereinafter referred to as the “Licensed Services”**) in the Republic of Kenya in accordance with the Terms and Conditions set out in this Licence.

1. This Licence is granted for a period of ten (10) years (the “**Licence Term**”) from the effective date unless it is revoked earlier in accordance with the Licence Conditions herein.
2. This Licence is subject to the provisions of the Act, attendant Regulations, Guidelines and other regulatory directives as may be issued from time to time, as well all other relevant laws.
3. The Licensee is authorized to provide the Licensed Services provided that a separate licence is not required in the provision of a particular service.
4. Licensed Services are the design, development, installation, maintenance, configuration and supervision of IT Systems.
5. A Technical Personnel who wishes to provide technical support to a Licensed Service Provider, shall be required to acquire the appropriate technical personnel licence from the Authority.
6. The Licensee shall only install electronic communications equipment which have been type approved by the Authority. Words imparting the singular shall include the plural and vice versa; words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa.
7. In this License the following terms shall have the following meanings:

“**Act**” means the Kenya Information and Communications Act (Cap 411);

“**Compliance Report**” means a report prepared periodically by the Licensee detailing their compliance in respect of every licence condition;

“**Compliance Certificate**” means a certificate issued by the Authority to a licensee upon compliance with license terms and conditions;

“**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;

“**Electronic Communications Equipment**” means Telecommunication equipment, Radio communications equipment, Broadcasting equipment whether network or terminal;

“IT Systems” means the integrated set of software, hardware and networks that work together to collect, process, store, and distribute data electronically;

“Regulations” means the regulations applicable under the Kenya Information and Communications Act;



THE LICENCE CONDITIONS

1. CONDITION 1: OPERATIONAL REQUIREMENTS

1.1. The Licensee shall:

- 1.1.1. Comply with technical guidelines and any other relevant codes of practice as maybe issued by the Authority from time to time.
- 1.1.2. Ensure that all works meet prescribed quality standards, are certified upon completion, and are subject to client/end-user approval.
- 1.1.3. Ensure all design, development, installation, maintenance, configuration and supervision of ICT Systems and infrastructure comply with occupational safety standards and implement environmentally responsible practices, including proper e-waste management.

2. CONDITION 2: ACCESS TO SITES AND RECORDS

- 2.1. The Licensee shall permit the Authority (or any person authorized by the Authority) unlimited access to all its premises and operational areas to inspect its premises, facilities, platforms, files, records and other data (including what is considered confidential) to enable it to exercise its functions under the Act.
- 2.2. The Licensee shall establish and maintain information records about its operations, for a minimum period of five (5) years from the date such records came into being, for purposes of availing such information on request by the Authority, any person authorised by the Authority or any law enforcement agency.
- 2.3. The Authority 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 supervising and enforcing the terms of this Licence effectively.
- 2.4. By 15th of July of every year, the Licensee shall submit a Compliance Report detailing the performance of the previous operational year ended 30th June.
- 2.5. The Authority shall review the Compliance Report and:
 - 2.5.1. If the Licensee has complied with the terms and conditions of this Licence, the Authority will issue the Licensee with a Compliance Certificate in respect of compliance for the year under review, or
 - 2.5.2. If the Licensee is not in compliance with the Licence, require the Licensee to remedy the area of non-compliance in accordance with the provisions of this Licence and the Act.

- 2.6. In making a request for information, the Authority will ensure that no undue burden is imposed on the Licensee in procuring and furnishing such information, unless the Authority considers such information is essential to enable it to exercise its functions under the Act.
- 2.7. The Authority shall have the right to publish information which it receives under this Condition unless, following representations by the Licensee, the Authority 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: PRIVACY AND CONFIDENTIALITY

- 3.1. The Licensee shall use all reasonable endeavours to ensure the privacy and confidentiality of proprietary information and business secrets obtained during its business from any person to whom it provides the Licensed Services by establishing and implementing reasonable procedures for maintaining the confidentiality of such information.
- 3.2. The Licensee shall not, unless authorized by the client, record, silently monitor, or intrude into the client(s) communications traffic.

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 Authority an initial licence fee amounting to Kenya shillings one thousand (KSh. 1,000) only.
- 5.2. On 1st July of each year, the Licensee shall pay to the Authority an annual operating fee amounting to Kenya shillings five hundred (KSh. 500) only.

6. CONDITION 6: LICENCE RENEWAL

The Authority may renew this License at the request of the Licensee prior to the expiry of the License Period for an additional term of ten (10) years provided that the Authority has carried out a review to determine whether the License should be renewed.

7. CONDITION 7: LICENCE REVOCATION

- 7.1. Notwithstanding any other Condition in this License, the Authority may at any time revoke this Licence by giving six (6) months' notice in writing in any of the following circumstances:
- 7.1.1. If the licensee communicates to the Authority in writing on their intention to terminate the Licence;
- 7.1.2. If any amount payable under Conditions 5.2 is unpaid 90 days after the due date and forty-five (45) days after the Authority notifies the Licensee that the payment is overdue;

- 7.1.3. If the Licensee has breached a Condition in this Licence, and in the Authority's opinion the breach is of a material nature, and the Licensee has failed to comply with any notice issued by the Authority under the Act or under the Regulations or under this license and thereafter has been given by the Authority a further sixty (60) days in which to make representations in relation to the matters set out in the earlier notice which the Authority has taken into account or matters which the Licensee believes are relevant and the Authority appears not to have taken into account; and
- 7.1.4. If the Licensee is declared bankrupt.
- 7.2 After the end of the six (6) months' notice, the Authority shall publish a notice in the Kenya Gazette stating that it intends to revoke this Licence and setting out the reasons on which this intention is based. Revocation shall take effect seven (7) days following publication of the notice in the Kenya Gazette.

