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GENERAL NOTICES • ALGEMENE KENNISGEWINGS

INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

NOTICE 33 OF 2017



Independent Communications Authority of South Africa

Pinmill Farm, 164 Katherine Street, Sandton

Private Bag X10002, Sandton, 2146

**REQUEST FOR AMENDMENT OF WBS UNIVERSAL SERVICE AND ACCESS
LICENCE OBLIGATIONS**

1. The Independent Communications Authority of South Africa ("Authority") hereby gives a notice that it has received a request from WBS (Pty) Ltd ("WBS") to amend its Universal Service and Access Obligations ("USO").
2. On 17 July 2009, the Authority granted and issued WBS a Radio Frequency Spectrum Licence for use of the 1800MHz¹. As a condition to 1800MHz WBS was given a USO to provide internet access to not less than 1000 (one thousand) rural and urban public schools.
3. Section 10 of the Electronic Communications Act 36 of 2005 ("ECA"), provides amongst others, that:

"10 (1) The Authority may amend an individual licence after consultation with the Licensee-
(f) where the Authority is satisfied that the amendment is necessary to ensure the achievement of the objectives of this Act;
(g) if the amendment relates to universal access or universal service and is necessary, in the opinion of the Authority, as a result of -
(i) changed circumstances in the market; or
(ii) lack of electronic communications network services, broadcasting services, or electronic communications services in specifically identified areas of the Republic."
4. WBS submitted to the Authority 1900 (one thousand nine hundred) schools it has connected. However, the connectivity entails modems without learner and educator devices.

¹ Radio Frequency Spectrum Licence No. 00-494-616-4, Granted and Issued to WBS (Pty)Ltd for the use of 1800MHz Mobile Service Frequency Spectrum, 17 July 2009.

5. WBS shall provide connectivity to 62 (sixty-two) TVET campuses allocated to it by the Authority. The envisioned USO are marked as **Annexure A** below.
6. Interested parties are invited to submit written comments **within 21 working days** of Publication of this notice by post, hand delivery, or electronically for attention:

Moyeni Nkosinkulu: USO Project Leader

Enquiries: Tel: 011 566 3976.

or Email: usoproject2016@icasa.org.za

or Attention:

USO Project 2016

Block D, Pinmill Farm

164 Katherine Street

Sandton

7. WBS shall be entitled to respond in writing to written representations made by interested persons on the application, and such written response must be lodged with the Authority **within forty-two (42) working days** of the date of publication of this notice in the government gazette. WBS must, at the time of lodging such written response, furnish proof to the Authority's satisfaction that it has delivered a copy of such response by hand, **or** has sent a copy of such response by registered mail **or** by facsimile **or** by email to the relevant person who made such written representation.



Rubben Mohlaloga
Acting Chairperson

REQUEST FOR AMENDMENT OF WBS UNIVERSAL SERVICE AND ACCESS LICENCE OBLIGATIONS

1. OBLIGATIONS

- a. WBS must continue to maintain and implement the Universal Service Obligations until reviewed by the Authority in terms of sections 10 of the Electronic Communication Act.
- b. Annexure A hereof contains the detailed draft amendment obligations to WBS's universal service and access obligations.
- c. The universal service and access obligations with regard to schools' connectivity imposed by the Authority to WBS's Radio Frequency Spectrum Licence, No.00-494-616-4, for the use of 1800MHz Mobile Service Frequency Spectrum, issued on 17 July 2009, shall hereby be replaced by the USO as stated in Annexure A.
- d. The USO must be fulfilled by the Licensee with effect from the effective date are set out in Annexure "A"

ANNEXURE A

Schedule A

DEFINITIONS

1. In this Annexure:

1.1 all words and expressions used unless the context otherwise requires, have the same meanings as prescribed thereto in terms of the ECA:

"Allocation" means the Authority shall allocate list of TVET Campuses for WBS to roll-out connectivity;

"Broadband Policy" means the South Africa Connect: Creating Opportunities, Ensuring Inclusion South Africa's Broadband Policy as published on 06 December 2013, in government gazette number 37119;

"Department" means the Department of Telecommunication and Postal Services;

"DHET" means the Department of Higher Education and Training;

"Effective Date" means 01 April 2016 unless authorised and or advised by the Authority;

"Hardware" means any network equipment required for wireless connectivity to the WBS Network;

"Connectivity" means connecting a TVET Campus local area network to a dedicated electronic communication network provided by WBS by means of any chosen technology providing the local area network with the required minimum bandwidth and speed as stated in the National Broadband Policy as published.

"Original universal service and access obligations" means the obligations as set out in the licensee's original licence, contained in Radio Frequency Spectrum Licence No.00-494-616-4. 17 July 2009.

"School" means Schools as defined in terms of the South African Schools Act No 84 of 1996 as amended;

"Service Provision Regulations" means any regulations on service provision including but not limited to the End User Service Subscriber Charter as amended;

"TVET" means Technical and Vocational Education and Training;

"USAASA" means Universal Service Access Agency of South Africa;

Schedule B

1. PROVISION OF CONNECTIVITY TO TVET

WBS must:

- 1.1. provide connectivity to sixty-two (62) TVET campuses allocated by the Authority;
- 1.2. commence implementation of connectivity as of the effective date, subject to the allocation of TVET campuses by the Authority
- 1.3. implement in full connectivity to sixty-two (62) TVET campuses;
- 1.4. complete connectivity to sixty-two (62) TVET campuses as allocated within three (3) years from effective date; and
- 1.5. only connect TVET Campuses allocated to it by the Authority. Failure to do so shall be a non-compliance with the required obligation.

2. STANDARDS AND SPECIFICATIONS FOR THE OBLIGATION

- 2.1. The specifications required for the implementation of the connectivity shall be as follows:
 - 2.1.1. Provide dedicated connectivity between TVET Campuses and the DHET Head Office;
 - 2.1.2. Inter-connect all TVET Campuses to each other provincially and nationally via suitable technologically;
 - 2.1.3. Provide voice solution inter-linking all the TVET Campuses and DHET Head Office, provincially and nationally;
 - 2.1.4. Provide video conference solution to be used by the TVET Campuses and DHET Head Office, provincially and nationally; and
 - 2.1.5. Provide Wi-Fi-hot spot for public access within TVET Campuses at a favourable rate as determined by WBS.
- 2.2. WBS must provide the hardware required for:
 - 2.2.1. Interconnection between TVET Campuses and DHET Head Office provincially and nationally; and
 - 2.2.2. Wi-Fi hot spots.
- 2.3. The Hardware shall **exclude** any computers, similar devices and related peripherals, except for the ones mentioned in 2.2.1 and 2.2.2

- 2.4. The installation must be done by Telkom and the licensee shall bear the obligation to resolve any maintenance and repair issues with regard to the connectivity;
- 2.5. WBS must maintain the network connectivity in line with regulatory requirements on service provision as published. Failure to comply with the requirement shall be regarded as a non-compliance with 'service provision regulations' and obligations requirements;
- 2.6. The speed must be not less than 1 Mbps;
- 2.7. WBS shall maintain the provision of the connectivity for the duration of its service licence period;

3. COST AND USAGE

- 3.1. WBS must provide service at discounted rate as stated under section 73 of the ECA, only for connectivity, data, voice and video services, between TVET Campuses. USAASA shall pay to WBS the balance of the discounted rate as stated by section 73 of the ECA.
- 3.2. The cost for accessing connectivity by the public via Wi-Fi hot spot provided by WBS within the TVET Campuses shall be at the rate determined by WBS and shall not be at e-rate.
- 3.3. The cost of maintaining the network connectivity between TVET Campuses and to the DHET Head Office shall be WBS's responsibility;
- 3.4. Telkom must bear the initial setup costs.
- 3.5. Annexure B outlines the roles and responsibilities of the stakeholders involved in this universal service and access obligation.

4. REPORTING AND MONITORING

- 4.1. WBS must report bi-annually according to the Authority's financial year. Reports are due on or before 30 April and 31 October each year; the following information must be submitted:
 - 4.1.1. Number of TVET Campuses connected;
 - 4.1.2. Names of TVET Campuses, geographical coordinates;
 - 4.1.3. Average speed, data usage and bandwidth over period;
 - 4.1.4. Average cost usage (Data) over period;
 - 4.1.5. Downtime and uptime for all the network connections;

- 4.1.6. Number of faults reported to WBS's only network connection related (i.e. if connection of the local area network is down due to failure of WBS's network) frequency, time to resolve;
- 4.1.7. Type of technology used for connectivity; and
- 4.1.8. Any other.

5. CONTRAVENTION AND PENALTIES

Failure by the WBS to comply with the obligations in this licence constitutes a breach of the Licence terms and conditions and is subject to a fine of no less than One Million Rand (R1 000 000.00), and another million for each month that the offence continues.

ANNEXURE B
ROLES AND RESPONSIBILITIES OF THE PARTIES

Obligation	Licensee²	ICASA	USASSA	DHET³	DTPS
1. Allocation of TVET		✓			
2. Verifying TVET location	✓			✓	
3. Verifying TVET contact details	✓			✓	
4. Informing TVET of Project	✓			✓	✓
5. Determining if TVET has basic amenities e.g. electricity	✓		✓	✓	
6. Re-allocation or replacing of TVET to be connected		✓			
7. Testing coordinates on google map for allocated TVET	✓				
8. Determining IT literacy & Training needs			✓	✓	
9. Installation of Solution	✓				
10. Testing Installation	✓		✓	✓	
11. Documenting Installation	✓		✓		
12. Handing over Installed solution	✓		✓	✓	✓
13. Cost of usage of Solution and Maintenance ⁴			✓		
14. Monitoring for Compliance		✓			

² Refers to WBS

³ DHET in this case also represents the TVET

⁴ See Annexure A, schedule B, 2.3

INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA
NOTICE 34 OF 2017



Independent Communications Authority of South Africa
Pinmill Farm, 164 Katherine Street, Sandton
Private Bag X10002, Sandton, 2146

**REQUEST FOR AMENDMENT OF PUBLIC PAYPHONE UNIVERSAL SERVICE
OBLIGATIONS BY TELKOM SA SOC LIMITED**

1. The Independent Communications Authority of South Africa ("the Authority") hereby gives a notice that it has received a request for the amendment of the universal service obligations by Telkom SA SOC Ltd ("Telkom").
2. On 07 May 1997, Telkom was issued and granted a service licence, Gazette No.17984 as amended¹, the Authority imposed a universal service and access obligations on Telkom to rollout 120 000 (one hundred and twenty thousand) public payphones.
3. Section 10 of the Electronic Communications Act, 2005 (Act No. 36 of 2005) ("ECA"), amongst others, provides that:

"10 (1) The Authority may amend an individual licence after consultation with the Licensee-
(f) where the Authority is satisfied that the amendment is necessary to ensure the achievement of the objectives of this Act;
(g) if the amendment relates to universal access or universal service and is necessary, in the opinion of the Authority, as a result of –
(i) changed circumstances in the market; or
(ii) lack of electronic communications network services, broadcasting services, or electronic communications services in specifically identified areas of the Republic."
4. Telkom has approached the Authority over the years with regards to the review of Universal Service and Access Obligations stating reasons, amongst others;
(i) changed circumstances in the market i.e. prevalence of mobile phones, escalating maintenance costs and changes in technology making the public payphone less relevant.

¹ Copy of the Telkom service licence as gazetted can found in the ICASA Library and or via ICASA website.

5. Telkom must provide internet access and services to public health institutions as determined by the Authority and the Department of Health. Telkom must connect three thousand, six hundred and thirty-one (3 631) public health institutions and will exclude national, district, and regional public health institutions and specialized public health institutions. The envisioned Universal Service Obligations are marked as **Annexure A** below.
6. Interested parties are invited to submit written comments **within 21 working days** of publication of this notice by post, hand delivery or electronically for attention:

Moyeni Nkosinkulu: USO Project Leader

Enquiries: Tel: 011 566 3976

or Email: usoproject2016@icasa.org.za

or Attention:

USO Project 2016

Block D, Pinmill Farm

164 Katherine Street

Sandton

7. Telkom shall be entitled to respond in writing to written representations made by interested persons on the application, and such written response must be lodged with the Authority **within forty-two (42) working days** of the date of publication of this notice in the government gazette. Telkom must, at the time of lodging such written response, furnish proof to the Authority's satisfaction that it has delivered a copy of such response by hand, **or** has sent a copy of such response by registered mail **or** by facsimile **or** by email to the relevant person who made such written representation.


Rubben Mohlaloga
Acting Chairperson

**REQUEST FOR AMENDMENT OF PUBLIC PAYPHONE UNIVERSAL SERVICE
OBLIGATIONS BY TELKOM SA SOC LIMITED****1. OBLIGATIONS**

- a. Telkom must continue to maintain and implement the Universal Service Obligations until reviewed by the Authority in terms of sections 10 of the Electronic Communication Act.
- b. Annexure A hereof contains the detailed draft amendment obligations in relation to Telkom's public payphone universal service and access obligations.
- c. It is recorded that Telkom had the following public payphone base in the respective years in fulfilment of its universal service and access obligations for public payphones:

Year	2009	2010	2011	2012	2013	2014	2015
# of PP ²	135 111	121 451	116 466	104 997	94 232	78 763	60 435

- d. Universal service and access obligations to be fulfilled by Telkom with effect from the effective date are set out in Annexure A hereof.

² Means public payphones

ANNEXURE A

Schedule A

DEFINITIONS

1. In this Annexure:

1.1 All words and expressions used, unless the context otherwise requires, have the same meanings as ascribed thereto in terms of the Act:

"Allocation" means the Authority will allocate list of public health institutions to roll-out connectivity;

"National Broadband Policy" means the South Africa Connect: Creating Opportunities, Ensuring Inclusion South Africa's Broadband Policy as published on 6 December 2013, and government gazette number 37119;

"Connectivity" means connecting a public health local area network to a dedicated electronic communication network provided by the licensee by means of any chosen technology providing the local area network with the required minimum bandwidth and speed as stated in the National Broadband Policy as published.

"Decommission" means permanently disconnection and termination of the service of a public payphone.

"Department" means the Department of Telecommunication and Postal Services;

"DoH" means Department of Public Health

"Economically feasible" means the cost of installation and maintenance of the public payphone is less than the projected revenues to be realised from usage of the public payphone

"Effective Date" means 01 July 2016 unless authorized and or advised by the Authority;

"Hardware" means any network equipment required for connectivity to the Telkom network;

"LAN" means Local Area Network;

"Public Health" as defined in the National Health Act, 2003 (Act No. 61 of 2003);

"Public Payphone" means a coin, calling card and credit or debit card -operated public payphone, where pre-payment is made prior to accessing the service by inserting money (usually coins) or by billing a credit or debit card, or a telephone card.

"Service Provision Regulations" means any regulations on service provision including but not limited to the End - User and Subscriber Service Charter as amended;

"USAASA" means Universal Service Access Agency of South Africa; and

"VPN" means Virtual Private Network.

Schedule B

1. PROVISION OF CONNECTIVITY TO PUBLIC HEALTH INSTITUTIONS

Telkom must:

- 1.1. provide internet access and services to public health institutions which shall be allocated to Sentech as determined by the Authority and the Department of Health from time to time;
- 1.2. connect 3 631 (three thousand, six hundred and thirty-one) public health institutions and exclude national, district, and regional public health institutions and specialized public health institutions;
- 1.3. commence implementation of connectivity as of the effective date, subject to the allocation of public health institutions by the Authority;
- 1.4. implement connectivity to the public health institutions as allocated;
- 1.5. complete the internet connectivity to the public health institutions as allocated within a period of five (5) years from the effective date.
- 1.6. only connect the public health institutions allocated to it by the Authority. Failure to do so will be treated as non-compliance with the required obligation.

2. PROVISION OF PUBLIC PAYPHONES

- 2.1. Telkom must continue to provide Public Payphones to designated public areas, including but not limited to:
 - 2.1.1. Ports of entry into the Republic of South Africa;
 - 2.1.2. Public transport terminals;
 - 2.1.3. Public health institutions;
 - 2.1.4. Police Stations;
 - 2.1.5. Post Offices;

- 2.1.6. Community Centres (Old age homes, Orphanages);
 - 2.1.7. Schools;
 - 2.1.8. Correctional Institutions; and
 - 2.1.9. Public recreational areas.
- 2.2. Telkom must maintain and install a maximum number of 25 000 (twenty-five thousand) Public Payphones nationally depending on a need, with areas stated in paragraph 2.1 above taking priority.
- 2.3. Telkom must upon request provide a Public Payphone where it is economically feasible to do so if it is not in any of the areas stated in paragraph 2.1 above and depending on the availability of its infrastructure. The type of Public Payphone and the technology to be deployed shall be at the discretion of the Licensee.
- 2.4. In the event, Telkom wishes to decommission any Public Payphone rolled-out in any of the areas stated in paragraph 2.1 above, it must follow the process outlined in paragraph 6 below.

3. STANDARDS AND SPECIFICATIONS FOR THE OBLIGATIONS

- 3.1. The specifications required for the implementation of the connectivity shall be as follows:
- 3.1.1. provide connectivity to 3 631 (three thousand, six hundred and thirty-one) public health institutions and to the DoH Head Office;
 - 3.1.2. inter-connect all public health institutions specified in paragraph 3.1.1 above, at a district, provincial and national level and to the DoH Head Office using any technology including, but not limited to, VPN or anything equivalent. The choice of technology shall be at Telkom's discretion;
 - 3.1.3. provide a minimum of 10GB of data per month to each public health institution; and
- 3.2. Telkom must provide the hardware required for connectivity of the public health institutions in the licensee's network only, except in case of the DoH Head Office.
- 3.3. The hardware to be provided by Telkom **excludes** user end devices e.g. desk computers, laptops and related peripherals, desk phones or handsets and LAN's etc.

- 3.4. Telkom is only obligated to provide connectivity hardware as part of the obligations e.g. modems or anything similar which facilitates access to Telkom's network for the recipient.
- 3.5. The installation must be done by Telkom and Telkom shall bear the obligation to resolve any maintenance and repair issues with regard to the connectivity;
- 3.6. The speed must be no less than 1 Mbps; and
- 3.7. Telkom must maintain the provision of the connectivity and services for the duration of its service licence period.

4. COST AND USAGE

- 4.1. Telkom must provide a service at discounted rate as stated under section 73 of the ECA (i.e. at e-rate), only for connectivity (access) and data service, between public health institutions and to the DoH Head Offices.
- 4.2. The cost of maintaining the network connectivity to the public health institutions for DoH Head Office, at a district, provincial and national level shall be Telkom's responsibility.
- 4.3. Telkom must bear the initial setup costs.

5. REPORTING AND MONITORING

- 5.1. Telkom must report bi-annually according to the Authority's financial year. Reports are due on or before 30 April and 31 October each year; the following information must be submitted:
 - 5.1 Number of public health institutions per, district, province and national connected;
 - 5.2 Names of the public health institutions per district, province and national, geographical coordinates;
 - 5.3 Average speed, data usage and bandwidth over the reporting period;
 - 5.4 Average cost usage (Data) over the reported period;
 - 5.5 Downtime and uptime for all the network connections;
 - 5.7 Number of faults reported to Telkom only network connection related (i.e. if connection of the local area network is down due to failure of licensee network) frequency, time to resolve;

- 5.8 Type of technology used for connectivity;
- 5.9 The number of public payphones; and
- 5.10 The number of decommissioned Public Payphones.

6. DECOMMISSION FROM SERVICE OF PUBLIC PAYPHONES

- 6.1. Telkom must not decommission any Public Payphone except where it can prove the following to the Authority:
 - 6.1.1. revenues from the Public Payphone services provided from that public payphone in any period of twelve (12) consecutive months have fallen below the Licensee's fully allocated costs of providing Public Payphone services.
 - 6.1.2. Telkom has posted prominently a notice on such Public Payphone specifying that the Licensee is ceasing to provide Public Payphone services there, the reasons for the proposal, the address of Telkom's office to which representations and objections with respect to the proposal may be made during normal business hours and the period within which such representations and objections may be made;
 - 6.1.3. Telkom has sent to the local authority for the area in which such Public Payphone is located by registered post or by hand a copy of that notice;
 - 6.1.4. Telkom has sent a copy of the notice to the Authority by notice together with copies of any representations and objections that Telkom has received with respect to the proposal and its comments and conclusions thereon; and
 - 6.1.5. thirty (30) days have elapsed after the material has been sent to the Authority;
 - 6.1.6. or any other person with lawful authority, requires Telkom to remove the Public Payphone in question;
 - 6.1.7. that the Authority agrees that Public Payphone services are no longer to be provided at the area in question for any reason; or
 - 6.1.8. continued provision of Public Payphone services to that area is, in the Authority's opinion.
- 6.2. Where Telkom intends to withdraw from service a public payphone in accordance with condition 6.1.1 to 6.1.8, it shall give the Authority three

(3) months prior written notice, or such shorter period as may be consented to by the Authority, of its intention to do so;

6.3. Failure to comply with condition 6.1 in its entirety shall constitute a serious non-compliance.

6.4. The restrictions on the withdrawal from service of any Public Payphone set forth in paragraph 6 shall not apply to temporary discontinuance of service due to maintenance, replacement of lines, outages due to natural forces or any other occurrence requiring only a temporary discontinuance of service. Any discontinuance of service of up to a maximum of forty-five (45) days must be treated as a temporary discontinuance of service unless Telkom provides notice, in accordance with the requirements set forth in paragraphs 6.1.1 through 6.1.4, of its intent to discontinue service permanently.

7. CONTRAVENTION AND PENALTIES

Failure by the Telkom to comply with the obligations in this licence constitutes a breach of the Licence terms and conditions and is subject to a fine of no less than One Million Rand (R1 000 000.00), and another million for each month that the offence continues.

ANNEXURE B**ROLES AND RESPONSIBILITIES OF THE PARTIES**

Obligation	Licensee	ICASA	USASSA	DoH	DTPS
1. Allocation of public health institutions		✓			
2. Verifying public health institutions location	✓			✓	
3. Verifying public health institutions contact details	✓			✓	
4. Informing public health institutions of Project	✓			✓	✓
5. Determining if public health institutions has basic amenities e.g. electricity, basic communications e.g. fixed phone line	✓		✓	✓	
6. Re-allocation or replacing of public health institutions to be connected		✓			
7. Installation of Solution	✓				
8. Testing Installation	✓		✓	✓	
9. Documenting Installation	✓		✓		
10. Handing over Installed solution	✓		✓	✓	✓
11. Cost of usage of Solution and Maintenance ³			✓		
12. Monitoring for Compliance		✓			

³See Annexure A, Schedule B, 3

INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA
NOTICE 35 OF 2017



Independent Communications Authority of South Africa
Pinmill Farm, 164 Katherine Street, Sandton
Private Bag X10002, Sandton, 2146

**REQUEST FOR AMENDMENT OF SENTECH SOC LTD UNIVERSAL SERVICE
AND ACCESS LICENCE OBLIGATIONS**

1. The Independent Communications Authority of South Africa ("the Authority") hereby gives a notice that it has received a request from Sentech SOC Ltd ("Sentech") to amend its Universal Service and Access Obligation ("USO").
2. On 30 April 2004, the Authority granted and issued Sentech with a licence to provide Multimedia Services as amended¹ to enable it to provide the licensed services. In terms of its USO, Sentech was required to provide internet access to 1500 (one thousand five) rural public schools.
3. Section 10 of the Electronic Communications Act of 2005 ("ECA"), provides, amongst others, that:

"10 (1) The Authority may amend an individual licence after consultation with the licensee-
(f) where the Authority is satisfied that the amendment is necessary to ensure the achievement of the objectives of this Act;
(g) if the amendment relates to universal access or universal service and is necessary, in the opinion of the Authority, as a result of -
(i) changed circumstances in the market; or
(ii) lack of electronic communications network services, broadcasting services, or electronic communications services in specifically identified areas of the Republic."
4. It is recorded that Sentech has connected 123 schools of the targeted 1500 public rural schools as stated in the Multimedia Service Licence.
5. Sentech must provide e-Learning Solution Platform to all TVET nationally as allocated and/or distributed by the Authority for the duration of the service

¹ Licence issued to Sentech Limited to provide Multimedia Services in terms of section 32C (1) (B) and Section 32C (6) of the Telecommunications Act 103 of 1996 as Amended, 30 April 2004.

licence or until reviewed. The envisioned USO are marked as Annexure A below.

6. Interested parties are invited to submit written comments **within 21 working days** of publication of this notice by post, hand delivery or electronically for attention:

Moyeni Nkosinkulu: USO Project Leader

Enquiries: Tel: 011 566 3976

or Email: usoproject2016@icasa.org.za

or Attention:

USO Project 2016

Block D, Pinmill Farm

164 Katherine Street

Sandton

7. Sentech shall be entitled to respond in writing to written representations made by interested persons on the application, and such written response must be lodged with the Authority **within forty-two (42) working days** of the date of publication of this notice in the government gazette. Sentech must, at the time of lodging such written response, furnish proof to the Authority's satisfaction that it has delivered a copy of such response by hand, **or** has sent a copy of such response by registered mail **or** by facsimile **or** by email to the relevant person who made such written representation.


Rubben Mohlaloga
Acting Chairperson

**REQUEST FOR AMENDMENT OF SENTECH SOC LTD UNIVERSAL SERVICE
AND ACCESS LICENCE OBLIGATIONS**

1. OBLIGATIONS

- 1.1 Sentech must continue to maintain and implement the Universal Service Obligations until reviewed by the Authority in terms of sections 10 of the Electronic Communication Act.
- 1.2 Annexure A hereof contains the detailed draft amendment obligations to Sentech' s universal service and access obligations.
- 1.3 It is recorded that Sentech has, in implementation of the original USO, connected 123 of the target 1500 public schools.
- 1.4 This amendment shall replace and remove the previously imposed Sentech' s USO.
- 1.5 The USO must be fulfilled by Sentech with effect from the effective date are set out in Annexure "A".

ANNEXURE A

Schedule A

DEFINITIONS

1. In this Annexure:

1.1. all words and expressions used shall, unless the context otherwise requires, have the same meanings as ascribed thereto in terms of the Act and/or;

"Allocation" means the Authority shall on an annual basis distribute a list of TVET's for implementation;

"Broadband Policy" means the South Africa Connect: Creating Opportunities, Ensuring Inclusion South Africa's Broadband Policy as published on 6 December 2013, government gazette number 37119;

"Department" shall mean the Department of Telecommunications and Postal Services;

"DHE&T" shall mean the Department of Higher Education and Training;

"Effective Date" shall mean [date] unless authorized and or advised by the Authority;

"Hardware" means any local area network equipment, computers, printers, routers;

"Service Provision Regulations" means any regulations on service provision including but not limited to the End User Service Subscriber Charter as amended;

"TVET Connectivity" means access provided to a TVET by the licensee to facilitate the flow of information and to support teaching and learning processes through a dedicated educational network and to external environment. It provides administrators, educators and learners with: access to the vast array of educational resources and services using ICT's in a protected environment; access to various information resources; and unlimited access to the Educational Portal;

"TVET" means Technical & Vocational Education and Training Colleges

"USAASA" means Universal Service Access Agency of South Africa;

"eLearning Solution Platform" means and include: The development, implementation and installation of a Broadcast and Communications Platform to TVET facilities nationally as determined by the DHET in agreement with Sentech; the provisioning of e-Learning systems to enhance learning and education support at TVET facilities; and the development of Learning materials and content that will be available through the e-Learning Broadcast and Communications Platform at TVET facilities.

Schedule B

1. PROVISION OF ELEARNING SOLUTION PLATFORM TO ALL TVET'S NATIONALLY

Sentech must:

- 1.1. provide eLearning Solution Platform to all TVET's nationally as allocated and/or distributed by the Authority for the duration of the service licence or until reviewed;
- 1.2. commence implementation of internet access provisioning as of the effective date, subject to allocation of TVET's by the Authority;
- 1.3. implement in full the eLearning Solution Platform to all TVET's nationally;
- 1.4. complete rolling-out of the eLearning Solution Platform to all TVET's nationally within 4 years from the effective date. A minimum 25% of the total national number of TVET's must be connected annually; and
- 1.5. roll-out, as a pilot, to the 5 locations and campuses eLearning Solution Platform as stated in **Annexure A**.

2. STANDARDS AND SPECIFICATIONS FOR THE OBLIGATION

- 2.1. The specifications required for the implementation of the eLearning Solution Platform to all TVET's nationally is in **Annexure B**.
- 2.2. Sentech must provide the hardware as specified in Annexure B. The specifications listed are not brand specific.
- 2.3. The installation of the eLearning Solution Platform must be done by Sentech. Sentech shall bear the obligation to resolve any maintenance and repair issues with regard to the implemented solution.
- 2.4. Sentech must maintain the network connection to the TVET in line with regulatory requirements on service provision as published. Failure to comply with the requirement will be regarded as non-compliance with 'service provision regulations' and obligation requirements.
- 2.5. The speed must be no less than 1 Mbps.
- 2.6. Sentech must maintain the provision of the eLearning Solution Platform for the duration of its service licence period.
- 2.7. Annexure B shall be subject to review every fifth (5th) year from date the amended USO are given Sentech.

2.8. Ownership of the deployed solution and hardware shall pass on to DHE&T on completion of installation Sentech.

2.9. The roles and responsibilities for Sentech and DHE&T are outlined in Schedule C.

3. COST AND USAGE

3.1. Sentech must provide operational costs for the transmission of the e-Learning content over the Sentech network at discounted rate as stated under section 73 of the ECA, USAASA shall pay to the licensee the balance of the discounted rate as stated by section 73 of the ECA.

3.2. The cost of maintaining the eLearning Solution Platform to the TVET shall be Sentech's responsibility **excluding** the end user devices²;

3.3. The cost for the maintenance, repair, upgrade, replacement and security for end user devices shall be the responsibility of DHE&T;

3.4. The cost for any other infrastructure including building and/or shelter for equipment/hardware, provisioning of electricity, security for housing the connectivity equipment/hardware shall be responsibility of DHE&T;

3.5. Sentech must bear the initial setup costs excluding items stated in 3.4 including all the required equipment/hardware required for functionality of the eLearning Solution Platform for all TVET' nationally;

3.6. The DHE&T must facilitate the training of its Educational Staff for teaching purpose.

4. REPORTING AND MONITORING

4.1. Sentech must report bi-annually according to the Authority's financial year. Reports are due on or before 30 April and 31 October each year; the following information must be submitted:

4.1.1. TVET eLearning Solution Platform has been rolled-out;

4.1.2. Names of schools, geographical coordinates, school I.D;

4.1.3. Average data speed, usage and bandwidth over period;

4.1.4. Average cost usage (Data) over period;

² End user devices shall mean projectors, media players and all their associated peripherals.

- 4.1.5. Number of faults reported to the licensee only eLearning Solution Platform related (i.e. if connection of the local area network is down due to failure of licensee network) frequency, time to resolve;
- 4.1.6. Type of technology used per TVET; and
- 4.1.7. Any other.

5. CONTRAVENTION AND PENALTIES

Failure by Sentech to comply with the obligations in this licence constitutes a breach of the Licence terms and conditions and is subject to a fine of no less than One Million Rand (R1 000 000.00), and another million for each month that the offence continues.

ANNEXURE B

1. Standards and Specifications

1.1. Hardware components

- 1.1.1. Decoder³;
- 1.1.2. 90cm satellite dish⁴;
- 1.1.3. Media player and
- 1.1.4. Projector⁵;
- 1.1.5. IP Receiver;
- 1.1.6. USB tuner;
- 1.1.7. Content Management software⁶.

2. Quantity and Network

- 2.1. Each TVET Campus to be provided with eLearning Solution Platform;
- 2.2. Each TVET Campus to be provided with eLearning Solution Platform for each Main Lecture Hall, Science Lab, all Workshops i.e. practical training rooms;
- 2.3. Each of the stated above to be provided with a projector;
- 2.4. All the TVET Campus' eLearning Solution Platform must be networked such that it could be possible to broadcast same content/lecture to related Campuses, to all Campuses or specified Campuses as per TVET's requirements.

³ The decoder is not brand specific but must be such that it would be able to meet the requirements for the use with the eLearning Solution Platform and that shall be left to the discretion of the licensee.

⁴ The standard and specification of the satellite dish shall be at the discretion of the licensee.

⁵ Projection size of no less than 2metres (height) by 2metres (width).

⁶ The licensee must ensure software upgrades if necessary at own cost and shall ensure up to date software at all times.

Schedule C
ROLES AND RESPONSIBILITIES OF THE PARTIES

	DHE&T	Licensee	ICASA	DTPS
1. Provide access to TVET's	✓			
2. security and insurance of all equipment/hardware	✓			
3. Content generation and/or production	✓			
4. Personnel to manage and operate eLearning Solution Platform	✓			
5. To roll-out equipment/hardware in all TVET's		✓		
6. To maintain eLearning Solution Platform technology connectivity system to external connections via e.g. satellite or any other technology		✓		
7. Replacement of equipment/hardware excluding user hardware e.g. TV Panels, media player and associated devices		✓		
8. Replacement of equipment/hardware user hardware e.g. TV Panels, media player and associated devices	✓			
9. Provision of content and/or production	✓			
10. Resources and technical expertise to operate the broadcast and communications network		✓		
11. operational costs for the transmission of the e-Learning content over the Sentech network for pilot phase		✓		
12. Reporting on the rollout of the eLearning Solution Platform		✓		
13. Monitoring for compliance of the universal service and access obligation			✓	✓
14. Ensuring availability of TVET's for rollout of the eLearning Solution Platform	✓		✓	✓

Addendum A

Location /Site	Campus
1. Gauteng – Tshwane	Tshwane West
2. North West – Rustenburg	OBID
3. North West – Potchefstroom	Vuselela
4. North West – Mafikeng	Taletso
5. Mpumalanga – Nelspruit	Ehlanzeni

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