

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