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GENERAL NOTICES • ALGEMENE KENNISGEWINGS

INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

GENERAL NOTICE 764 OF 2022

RAIN NETWORKS (PTY) LTD UNIVERSAL SERVICE AND ACCESS LICENCE OBLIGATIONS ("USAOs")

1. The Independent Authority Communications Authority of South Africa under sections 10 (1)(f) and (g) of the Electronic Communications Act, 2005 (Act No. 36 of 2005), publishes Rain Networks (Pty) Ltd's Amended 1800MHz Radio Frequency Spectrum Licence Universal Service Obligations.

2. In 2016/2017 the Authority decided to review the obligations imposed on Rain Networks (Pty) Ltd. On 13 March 2017 a Draft Amendment of Universal Service and Access Licence obligations was published on Gazette no. 43095 for public comment.

3. On 14 December 2021, the Authority approved the amendment of Universal Service Licence obligation to be implemented by Rain Networks (Pty) Ltd.

Dr. Keabetswe Modimoeng
Chairperson
Date: 04/01/2022

RAIN NETWORKS (PTY) LTD UNIVERSAL SERVICE AND ACCESS LICENCE OBLIGATIONS ("USAOs")

ANNEXURE A

Schedule A

DEFINITIONS

In these USAOs, all words and expressions used, unless the context otherwise requires, have the same meanings as ascribed thereto in terms of the Electronic Communications Act, 2000 (Act No. 36 of 2005), as amended:

"Act" means the Electronic Communications Act, 2005 (Act No 36 of 2005);

"Authority" means the Independent Communications Authority of South Africa ("ICASA");

"Broadband Policy" means 'South Africa Connect: Creating Opportunities, Ensuring Inclusion - South Africa's Broadband Policy', as published on 06 December 2013, in Government Gazette No 37119 (Notice No 37119);

"CET" means a Community Education and Training college established in terms of Section 3(1)(b) of the Continuing Education and Training Act, 2006 (Act No 16 of 2006);

"CLC" means a Community Learning Centre established in terms of Section 3(1)(b) of the Continuing Education and Training Act, 2006 (Act No 16 of 2006);

"Connectivity" means connecting a local area network to a dedicated electronic communication network 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;

"DCDT" means the Department of Communications and Digital Technologies;

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

"Effective date" means the date of publication, or another date determined by the Authority;

"Hardware" means any network equipment required for wireless connectivity;

"Implementation date" means the date at which the implementation of connectivity at a CET college site is completed.

"**Licensee**" means Rain Networks (Pty) Ltd;

"**Rollout Plan"** means the implementation plan, which lays out the schedule for providing connectivity to the CET college sites;

"**Sentech"** means Sentech SOC Limited;

"**Service Level Agreement"** means a contract between the Licensee and Sentech that documents what services the Licensee will furnish and defines the service standards both the Licensee and Sentech are obligated to meet.

"Service Provision Regulations" means any regulations on electronic communications service provision, including but not limited to the End User and Service Subscriber Charter;

"**USAOs**" means Universal Service and Access Obligations.

Schedule B

1. PROVISION OF CONNECTIVITY TO COMMUNITY EDUCATION AND TRAINING COLLEGES ("CETs") AND COMMUNITY LEARNING CENTRES ("CLCs").

1.1. The Licensee shall provide connectivity to sixty-three (63) CET college sites, consisting of nine (9) CET college head offices and fifty-four (54) Community Learning Centres ("CLCs"), allocated by the Authority, over a period of three (3) years.

1.2. The Licensee must provide a Rollout Plan, devised in conjunction with Sentech, subject to approval by the Authority.

1.3. A copy of the Service Level Agreement must be filed with the Authority, for record-keeping purposes, within sixty (60) days after the USAOs for both the Licensee and Sentech have been published in the Notice.

1.4. The Licensee shall commence implementation of connectivity as of the effective date, subject to the allocation of CET college sites by the Authority.

1.5. The Licensee must complete connectivity to sixty-three (63) CET college sites as allocated, within three (3) years from the effective date.

1.6. The Licensee shall maintain connectivity for the duration of its service licence period.

1.7. Failure to comply with any of these requirements will be regarded as non-compliance with Licensee's the USAO requirements.

2. STANDARDS AND SPECIFICATIONS FOR THE USAOs.

2.1. The connectivity must be at a speed of no less than 20 Mbps.

2.2. The bandwidth will be capped at 100 gigabytes per month for the duration of the licence, per CET college site, starting from the implementation date.

2.3. The specifications required for the implementation of the connectivity will be as follows:

2.3.1. provide Internet connectivity to all nine (9) CET college head offices and fifty-four (54) CLC sites via suitable connectivity;

2.3.2. provide dedicated connectivity between the nine (9) CET head offices and the DHET Head Office;

2.3.3. interconnect all nine (9) CET colleges to each other, provincially and nationally, via suitable technology; and

2.3.4. provide Wi-Fi hot spots for public access within each of the sixty-three (63) CET college sites.

2.4. The Licensee must provide the hardware required for:

2.4.1. the provision of Internet connectivity to all sixty-three (63) CET college sites;

2.4.2. interconnection between the nine (9) CET college sites and the DHET Head Office provincially and nationally;

2.4.3. the Wi-Fi hot spots for public access within each of the CET college sites;

2.4.4. Hardware shall exclude any computers, similar devices and related peripherals, except for the ones mentioned in clauses 2.4.1, 2.4.2 and 2.4.3.

2.5. The installation of the hardware must be done by the Licensee.

2.6. The Licensee must resolve any maintenance and repair issues regarding connectivity within two (2) working days, for the duration of the service licence period.

2.7. The Licensee must maintain network connectivity in line with the regulatory requirements of the applicable Service Provision Regulations. Failure to comply with these standards and specifications will be regarded as non-compliance.

3. COST AND USAGE

3.1. The Licensee must provide the services as outlined in clause 2 above, free of charge for the first year of connectivity, and thereafter at a discounted rate in terms of section 73 of the Act.

3.2. The Licensee must prescribe free connectivity for both CET and CLC users and Wi-Fi hotspot users to the official list of zero-rated websites as prescribed by the DCDT from time to time.

3.3. The cost for the public access via the Wi-Fi hot spot shall not be billed to the CET / CLC sites, and neither shall the CET / CLC sites be responsible for the administration thereof. The Licensee shall be responsible for charging the public directly, at a discounted rate, for use of the Wi-Fi hot spots and for administration thereof.

3.4. The Licensee must bear the initial setup costs, as well as the support and maintenance costs of software and hardware for the duration of the service licence.

4. REPORTING AND MONITORING

4.1. The Licensee must report bi-annually according to the Authority's financial year. Reports are due on or before 30 April and 31 October each year.

4.2. The following information must be submitted:

4.2.1. The number of CET and CLC sites connected;

4.2.2. The names of the CET and CLC sites, their geographical coordinates, and their CET and CLC ID;

4.2.3. The type of technology used for connectivity per CET and CLC;

4.2.4. Average speed, data usage and bandwidth over the period;

4.2.5. Average cost of usage over the period, including both cost of and revenue from each hot spot per site;

4.2.6. Number of faults reported to the Licensee that are network connection related (i.e. if connection of the local area network is down due to failure of licensee's network etc.), their frequency, nature and time to resolve;

4.2.7. Number of hot spot faults reported to the Licensee, their frequency, nature and time to resolve.

5. CONTRAVENTION AND PENALTIES

5.1. Failure by the Licensee to comply with, or to discharge, the USAOs specified herein constitutes a breach of the licence terms and conditions, and are subject to a fine of no less than One Million Rands (R1 000 000) for each month that the contravention subsists.

Schedule C

ROLES AND RESPONSIBILITIES OF THE PARTIES

Obligations	Licensee	ICASA	DHET	DCDT
1. Provision of CETs and CLCs list			✓	
2. Allocation of CETs and CLCs		✓		
3. Verifying CETs and CLCs location	✓		✓	
4. Verifying CETs and CLCs contact details	✓		✓	
5. Testing coordinates on Google Maps for allocated CETs and CLCs	✓			
6. Informing CETs and CLCs of Project			✓	
7. Determine if CETs and CLCs sites have basic amenities (e.g. electricity), and that the sites are ready for installation	✓		✓	
8. Re-allocation or replacing of CETs and CLCs to be connected		✓		
9. Preparing the CETs and CLCs site (e.g. security)			✓	
10. Approval of Rollout Plan		✓		
11. Coordination between the Licensee and Sentech	✓			
12. Service Level Agreement between the Licensee and Sentech	✓			

Obligations	Licensee	ICASA	DHET	DCDT
13. Installation of Solution	✓			
14. Testing Installation	✓		✓	
15. Documenting Installation	✓			
16. Handing over Installed solution and signing acceptance documents	✓		✓	✓
17. Cost of usage of Solution and Maintenance	✓			
18. Submission of Compliance Report bi-annually	✓			
19. Monitoring for Compliance		✓		

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