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GENERAL NOTICES • ALGEMENE KENNISGEWINGS

INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA

NOTICE 918 OF 2022

Independent Communications Authority of South Africa
350 Witch-Hazel Avenue, Eco Point Office Park
Eco Park, Centurion.
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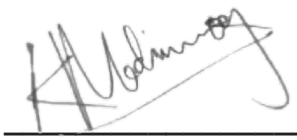
SENTECH SOC LIMITED UNIVERSAL SERVICE AND ACCESS LICENCE OBLIGATIONS ("USAOs")

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 Sentech SOC Limited's Amended Multimedia Services Licence Universal Service Obligations.

2. In 2016/2017 the Authority decided to review the Universal Service and Access Obligations imposed on Sentech SOC Limited.

3. On 19 January 2022, a Draft Amendment of Universal Service and Access Licence Obligations was published on Gazette no. 45774 for public comment.

4. On 22 March 2022, the Authority approved the amendment of Universal Service Licence obligation to be implemented by Sentech SOC Limited.



Dr. Keabetswe Modimoeng
Chairperson
Date: 23/03/2022

SENTECH SOC LTD UNIVERSAL SERVICE AND ACCESS LICENCE OBLIGATIONS

ANNEXURE A

DEFINITIONS

1. In this Annexure, unless the context otherwise indicates, a word or expression to which a meaning has been assigned in the Act and the underlying statutes, the meaning is so assigned:

"Access provider" means Rain Networks (Pty) Ltd.;

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

"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;

"CET college" 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);

"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 in consultation with the Licensee;

"**End-user devices"** means any desktop, laptop computer, tablet, smartphone or any mobile device, scanner, desktop printer, networked printer at each of the CLC or CET college sites;

"Hardware" means any LAN equipment, such as routers;

"Implementation date" means a date at which the implementation of the LAN at each of the sites is completed;

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"Licensee" means SENTECH SOC Limited;

"Local Area Network" means the computer network, as specified in Annexure B, that links the end-user devices at each of the CLC or CET college sites **("LAN")**;

"Roll out Plan" means the implementation plan which should lay out the schedule for implementing the LAN;

"Service Level Agreement" means a contract between the Licensee and Access Provider that documents what services the Access Provider will furnish, and defines the service standards both Licensee and Access Provider are obligated to meet;

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

"Support period" means a period of three (3) years from the implementation date;

"USAOs" means Universal Service and Access Obligations.

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1. PROVISION OF LAN TO CET COLLEGES

1.1. The Licensee shall implement a LAN for sixty-three (63) CET college sites, consisting of nine (9) CET college head offices and fifty-four (54) CLCs, as allocated by the Authority, over a period of three (3) years from the effective date.

1.2. The Licensee must provide a Rollout Plan, devised in conjunction with the Access Provider, and that plan must be approved by the Authority.

1.3. A copy of the Service Level Agreement between the Licensee and the Access Provider must be filed with the Authority within sixty (60) days after both Licensee's and Access provider's obligations are published in the Notice, for record-keeping purposes.

1.4. Each of the college sites must receive support from the Licensee for the duration of the support period.

2. STANDARDS AND SPECIFICATIONS FOR THE OBLIGATIONS

2.1. The specifications and hardware required for the LAN managed services solution to the CLC/CET college sites are listed in **Annexure B**.

2.2. The Licensee must provide the hardware and software as specified in Annexure B. The specifications listed are not brand specific.

2.3. The installation of the LAN must be done by the Licensee.

2.4. The Licensee shall provide a LAN managed services solution as specified under Annexure B per CLC/CET college site for the duration of the support period.

2.5. The Licensee shall maintain the provision of the LAN for the duration of its service licence period.

2.6. The Licensee shall bear the obligation to resolve any hardware or software maintenance and repair issues with regards to the implemented solution for the duration of the support period.

2.7. The Licensee shall bear the obligation to transfer skills related to maintenance and support of the implemented solution during the support period to two (2) ICT support staff from each of the nine (9) CET colleges and fifty-four (54) CLCs.

2.8. The speed of the backbone portion of the LAN must be no less than 10 Gbps.

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2.9. Failure to comply with any of these requirements will be regarded as non-compliance with the Service Provision Regulations and the Licensee's USAO requirements.

2.10. **Annexure B** will be subject to review on an annual basis from the effective date, and revision of the stated specifications shall be as per sections 10 (1) (g)(i) to (ii) of the Act.

2.11. Ownership of the LAN hardware and software will remain with the Licensee during the support period, and thereafter shall pass to the respective CLC/CET college sites.

2.12. The CLC/CET college sites shall be responsible for the safety and proper usage of the LAN, including addressing issues of misuse and improper use.

2.13. The roles and responsibilities for the Licensee and DHET are outlined in Clause 3: Cost and Usage (see below) and in Annexure C.

3. COST AND USAGE

3.1. The cost of implementing the LAN at each of the CLC/CET college sites shall be the Licensee's responsibility, ***excluding*** the end-user devices;

3.2. The cost for the maintenance, repair, upgrade, replacement and security for end-user devices shall be the responsibility of the respective CLC/CET college sites;

3.3. The cost for the provision of any other infrastructure, including building and/or shelter for hardware, provisioning of electricity, security for housing the hardware, shall be the responsibility of the respective CLC/CET college sites;

3.4. The Licensee shall bear the initial setup costs, excluding items stated in clause 3.3 above, including all the hardware required for functionality of the LANs for the CLC/CET college sites mentioned in Clause 1.1 (see above) of Schedule B.

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ANNEXURE B

1. STANDARDS AND SPECIFICATIONS

1.1. Each CLC/CET college site shall be provided with the following hardware components for the LAN:
  1.1.1. Cabling – Cat 6A;
  1.1.2. Routers – with Wi-Fi capabilities; and
  1.1.3. 10-Gigabit or greater Smart Managed POE Switches with advanced L2+ / Layer 3 features.

1.2. The LAN managed solution to be provided to each CET college site shall include the following:
  1.2.1. 24/7 monitoring of the LANs;
  1.2.2. Ongoing fault detection;
  1.2.3. Use of troubleshooting tools for the various LAN elements; and
  1.2.4. Firewall.

2. QUANTITY AND NETWORK

2.1. Each of the sixty-three (63) CLC/CET college sites is to be provided with a LAN and a LAN managed solution.

3. REPORTING AND MONITORING

3.1. 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.

3.2. The following information must be submitted:
  3.2.1.the numbers of CET college and CLC sites connected;
  3.2.2.the names of the CET colleges and CLCs;
  3.2.3.the CET colleges and CLCs GPS coordinates;
  3.2.4. the CET colleges and CLCs ID;
  3.2.5.the type of technology used per CET college and CLC; and
  3.2.6.the number of faults reported to the Licensee (only those relating to the LAN and the LAN managed solution), their frequency, nature and time to resolve.

4. CONTRAVENTION AND PENALTIES

Failure by the Licensee to comply or to discharge the USAOs 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) for each month that the offence continues.

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ANNEXURE C

ROLES AND RESPONSIBILITIES OF THE PARTIES

Roles and responsibilities	Licensee	ICASA	DHET	DCDT
1. Provision of CET colleges and CLCs list			✓	
2. Allocation of CET colleges and CLCs		✓		
3. Verifying CET colleges and CLCs locations	✓		✓	
4. Verifying CET colleges' and CLCs' contact details	✓		✓	
5. Testing coordinates on Google Maps for allocated CET colleges and CLCs	✓			
6. Informing CET colleges and CLCs of Project			✓	
7. Determine if CET colleges and CLCs sites have basic amenities (e.g. electricity), and that the sites are ready for installation	✓		✓	
8. Re-allocation or replacing of CET colleges and CLCs to be connected		✓		
9. Preparing the CET colleges and CLCs site (e.g. security)			✓	
10. Approval of Rollout Plan		✓		
11. Coordination between Sentech SOC Ltd and Rain Networks (Pty) Ltd	✓			
12. Service Level Agreement between Sentech SOC Ltd and Rain Networks (Pty) Ltd	✓			
13. Determining IT literacy & Training needs			✓	
14. Installation of Solution	✓			

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

END

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