

**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 amended<sup>1</sup> 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

<sup>1</sup> 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](mailto: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 devices<sup>2</sup>;

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;

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<sup>2</sup> 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. Decoder<sup>3</sup>;
- 1.1.2. 90cm satellite dish<sup>4</sup>;
- 1.1.3. Media player and
- 1.1.4. Projector<sup>5</sup>;
- 1.1.5. IP Receiver;
- 1.1.6. USB tuner;
- 1.1.7. Content Management software<sup>6</sup>.

### 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.

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<sup>3</sup> 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.

<sup>4</sup> The standard and specification of the satellite dish shall be at the discretion of the licensee.

<sup>5</sup> Projection size of no less than 2metres (height) by 2metres (width).

<sup>6</sup> 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**

	<b>DHE&amp;T</b>	<b>Licensee</b>	<b>ICASA</b>	<b>DTPS</b>
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**

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