

Memorandum of Understanding (MoU)  
on coordination on Telecommunications  
and Radiocommunication Services

between

*INDEPENDENT COMMUNICATIONS AUTHORITY  
OF SOUTH AFRICA (ICASA)*

and

*LESOTHO TELECOMMUNICATIONS  
AUTHORITY (LTA)*





**Memorandum of Understanding ( MoU) on  
Co-ordination on Telecommunications and Broadcasting  
Services**

**between**

**Independent Communications Authority of South Africa  
( ICASA)**

**and**

**Lesotho Telecommunications Authority  
( LTA)**

**PREAMBLE**

The Independent Communications Authority of South Africa and Lesotho Telecommunications Authority (herein referred to as "the Parties" and in singular as "the Party"),

***Wishing:*** that both Parties promote the co-operation in the field of the regulation of Telecommunications and Broadcasting on the basis of equality and mutual benefit in accordance with their respective national legislations and the ITU;

***Recognising:***

- (a) that radio frequency propagation is not restricted by international borders and that not even the best techniques available can avoid incidental spillover from occurring across international borders;
- (b) that reasonable allowance has to be made for spillover to occur, provided that the transmissions of affected operators do not suffer harmful interference;
- (c) that interconnection agreements between operators in one country should not be reflected on consumers in another country;
- (d) that services provided into unserved areas ("no-man's land") have to be co-ordinated to prevent targeting of customers in either country;
- (e) that roaming agreements between operators should be promoted;
- (f) that due to new developments, there may arise issues which may require consultations between the two countries;

***Acknowledging:*** the right of a licensed operator in each country to provide service throughout the entire geographic service area specified in its licence

***Considering:***

- (a) that in the implementation of the MoU it is necessary to take account of national policies for the use of the radio frequency bands in question, interconnection and roaming agreements and services provided in the unserved areas ("no-man's land");
- (b) that various committees to deal with these matters have to be established;

***Have agreed as follows:***

**ARTICLE 1**

**(a) CROSS-BORDER SPILLOVER OF GSM, WLL/FWA AND OTHER RADIOCOMMUNICATION SYSTEMS**

That the parties shall:

1. co-operate on the co-ordination and control of radio transmission spillover;
2. adopt the principles of co-ordination of radio transmission spillover as outlined in (b);
3. establish a forum to discuss cross-border co-ordination of radiocommunication systems as outlined in (c);

**(b) PRINCIPLES FOR SPILLOVER CO-ORDINATION**

The following principles shall be used:

1. The creation of a radio frequency spectrum co-ordination zone along and overlapping both sides of the borders;
2. The prediction of spillover into the co-ordination zone with acceptable planning techniques, and the acceptance thereof, in advance of operations commencing, including the calculation of signal strength levels at agreed points;
3. The subdivision of the frequency band into preferred and non preferred assignments within the co-ordination zone;
4. The monitoring of signal strength levels at agreed points;



5. An onus could be placed on operators by the regulators concerned to monitor predicted received signals in the neighbouring States, in which event the following steps shall be taken:
  - (a) If the received signal is greater than the levels predicted in a neighbouring State, then the operator shall be required to report this fact to the regulator concerned;
  - (b) When it is reported that the predicted level has been exceeded, both regulators concerned, in conjunction with the operators affected, should determine an acceptable resolution on the level of spillover;
  - (c) Once the resolution has been determined, the operator causing the spillover shall be required to present a reasonable engineering plan, including appropriate timescales to reduce the spillover to acceptable levels;
6. The process outlined in item 5 could also be followed in the case where a Party receives a complaint about cross-border spillover. The main difference shall then be that the regulator reacting to the complaint shall approach the operator about whom the complaint has been lodged in order to establish the extent of their predicted coverage. Based on the outcome of this clarification the broad procedure outlined in 5(a), (b) and (c) can then be followed.

#### **(c) FORUM TO DISCUSS CROSS-BORDER CO-ORDINATION**

1. A joint forum shall be formed in order to call together Administrations, regulatory authorities and operators and Operators of WLL systems where national borders are so situated that cross border coverage (spillover) by operators is likely to occur.
2. In such circumstances co-operative participation by all parties shall be required to resolve the issues surrounding such spillover coverage to the mutual satisfaction of all parties. This co-operative participation shall be therefore the major focus of the forum.
3. The forum shall be used primarily to proactively pre-empt the possibility of the commercial impact of spillover coverage and frequency interference by means of rules and procedures in such circumstances.
4. The forum may also be used to resolve complaints arising out of such commercial impact of spillover coverage and frequency interference in a similar manner.

5. The forum shall create rules of procedure, relating both to radio planning/implementation and the assignment of the network colour codes in such circumstances.

**(d) EXCHANGE OF INFORMATION**

1. When requesting co-ordination, at least the following characteristics of the transmitting station shall be forwarded by the requesting Party:

- (a) frequency in MHz,
- (b) maximum transmitted bandwidth in MHz,
- (c) name of transmitter station,
- (d) country of location of transmitter station,
- (e) geographical co-ordinates in degrees, minutes and seconds,
- (f) antenna height above ground level,
- (g) height of antenna site above sea level,
- (h) antenna polarisation,
- (i) antenna azimuth,
- (j) directivity in antenna systems,
- (k) effective radiated power,
- (l) service Area,
- (m) date of entry into service; and
- (n) mechanical and electrical antenna tilt.

2. The requested Party shall evaluate the request for co-ordination and shall within 30 days of receiving the request notify the Party requesting co-ordination of the result of the evaluation.
3. If in the course of the co-ordination procedure the requesting Party requires additional information, it may request such information from the other Party.
4. If no reply is received by the Party requesting co-ordination within thirty days, it may send a reminder to the other Party.
5. A Party not having responded within thirty days following communication of the reminder shall be deemed to have given its consent and the code co-ordination may be put into use with the characteristics given in the request for co-ordination.
6. The periods mentioned above may be extended by common consent.

**ARTICLE 2**



## **ROAMING AGREEMENTS**

The Parties shall co-operate to exchange information on roaming agreements between operators.

The Parties shall promote the expansion of roaming agreements to all operators in both countries.

## **ARTICLE 3 INTERCONNECTION AGREEMENTS**

The parties declare their willingness to commit themselves to develop co-operation in the field of interconnection within the industry, amongst service providers and operators in both countries.

## **ARTICLE 4 NO-MANS LAND SERVICES**

The parties agree to co-ordinate all telecommunications related activities in the unserved areas ("no-man's land") by establishing co-ordination zones along the border in conjunction with the operators and service providers.

## **ARTICLE 5 BROADCASTING**

The parties agree to co-ordinate all broadcasting signal distribution activities, which may require such co-ordination.

## **ARTICLE 6 A JOINT COMMITTEE**

In order to enhance the efficiency of their co-operation the Parties agree to establish a Joint Committee in which operators, manufacturers and service providers may participate together with administrators.

The Committee may:

- I. Set up the joint action programme to be implemented.
- II. Set up procedures of supervision and the follow-up and implementation of the joint planned actions.
- III. Examine the possibilities for the expansion and diversification in the fields of Telecommunications and Broadcasting co-operation between the two countries.

Discuss any issue relating to the MoU including the reviewing of the implementation of the same.

The Committee may, by mutual agreement, meet alternately in South Africa or Lesotho or where deemed appropriate by the parties.

## **ARTICLE 7**

### **REVIEW OF THE MEMORANDUM OF UNDERSTANDING**

Each Party shall name a contact for consultation of the implementation of the MoU.

This MoU may be reviewed or modified by the mutual consent in writing.

Any alteration or modification of this MoU shall be done without prejudice to the right or obligations arising from this MoU prior to or up to the date of such an alteration or modification.

## **ARTICLE 8**

### **DISPUTES**

Any difference or dispute arising out of the interpretation or application of the provisions of the MoU shall be settled amicably by consultation between the Parties.

## **ARTICLE 9**

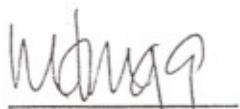
### **ENTRY INTO FORCE, DURATION AND TERMINATION OF THIS MoU**

This MoU shall enter into force upon signature.

This MoU shall remain in force for a period of ten years, whereafter it shall automatically extend for another period of ten years unless terminated.

This MoU may be terminated at any time by either Party by giving six months written notice in advance to the other Party of its intent to terminate it.

Done in Johannesburg on this 14th day of February 2002

  
CHAIRPERSON  
ICASA

  
CHAIRPERSON  
LTA