



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE NATIONAL TELECOMMUNICATION AGENCY (ANATEL)
OF THE FEDERATIVE REPUBLIC OF BRAZIL AND
THE INDEPENDENT COMMUNICATION AUTHORITY OF SOUTH AFRICA
(ICASA) OF THE REPUBLIC OF SOUTH AFRICA**

THE NATIONAL TELECOMMUNICATION AGENCY (ANATEL) OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE INDEPENDENT COMMUNICATION AUTHORITY OF SOUTH AFRICA (ICASA) OF THE REPUBLIC OF SOUTH AFRICA, hereafter referred as "Parts",

Considering the ties of friendship established between the Federative Republic of Brazil and the Republic of South Africa and the privileged relations between the two countries, deriving from historical and cultural reasons, as well as from the growing economic and trade relations;

Taking into account the Agreement on Technical Cooperation between the Government of the Federative Republic of Brazil and the Government of the Republic of South Africa, signed in Cape Town, on 1st March 2000, in force as of 25 July 2003;

Bearing in mind the opportunities to be seized and the challenges to be overcome by both countries within the framework of South-South relations;

Determined to strengthen those ties in the field of telecommunications, by means of the establishment of technical and technological cooperation, both of them essentials for the development of such a strategic industry in both countries;

Aware of the mutual benefits arising from this understanding and of the duty to comply with international commitments and to respect the sovereign law of each Part in the administration and the regulation of their telecommunication services;

Considering the important role that the telecommunication regulatory bodies of both countries play in the promotion of their development on a fair basis with a view to guaranteeing the competition in, the quality of, and the universal access to telecommunication services;

Establish, by virtue of the present Memorandum of Understanding, a mechanism of technical and institutional cooperation in the field of telecommunications with the purpose of contributing to its development in both Brazil and South Africa, particularly in the following areas:

- a) Technological and regulatory convergence;
- b) Universal access to telecommunication services;

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- c) Oversight and control of service provision;
- d) Economic regulation;
- e) Telecommunication networks;
- f) Radio-frequency spectrum management;
- g) ICTs for development;
- h) Strategic, financial and operational planning for regulatory bodies.

The list of areas indicated above can be expanded at the discretion of the Parts, by means of mutual consultations; other matters that are not included in this Memorandum can be proposed for closer cooperation, as needed.

The cooperation foreseen in this Memorandum of Understanding can be carried out in the modalities of training and technical consultancy, by dispatching representatives from ANATEL or ICASA in technical missions to South Africa or Brazil relating to the requested areas.

ANATEL and ICASA may, additionally, establish a work program, in which the modalities and the specific areas for cooperation are detailed. This program shall indicate the number of missions, the expected periods of time in which they will take place, the necessary means for their implementation, as well as the eventual areas for consultancies.

This program may be annually reviewed by means of exchange of correspondence between both Parts.

The Administration dispatching representatives to the other Part in official mission within the framework of this Memorandum of Understanding shall defray the following expenses related to its own representatives:

- a) salaries and social benefits received by the representatives in their country of origin;
- b) round trip air tickets, between Brazil and South Africa, and other domestic air tickets needed for carrying out the mission;
- c) per diem, according to amounts established by the dispatching Administration;
- d) necessary medical assistance in case of an accident or illness occurred during the period of the mission.

The Administration hosting in its territory representatives from the other Part in official mission within the framework of this Memorandum of Understanding shall be responsible for:

- a) planning, organizing and carrying out technical cooperation activities, which may include courses and/or specific internships;
- b) providing the representatives with facilities, material and instructors needed for carrying out these activities;
- c) providing the representatives with all logistic support needed for carrying out the mission.

Both Parts shall assign for consultancies and training activities duly qualified personnel who shall be instructed to efficiently transfer maximum knowledge and experience to the other Part, who, on its turn, shall designate personnel capable of understanding and acquiring such a transfer of knowledge.

Each of the Administrations shall take civil responsibility for damages caused by their employees.

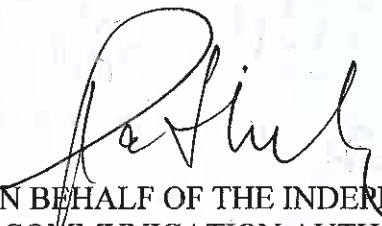
The Parts commit themselves not to provide to third parts the documents exchanged between them as a consequence of the application of the present Memorandum of Understanding, except under the circumstances of mutual agreement.

In case of any of the Parts are prevented, due to force majeure, from complying with obligations deriving from the present Memorandum of Understanding, the application of its terms and conditions will be suspended as long as the Parts deem it necessary.

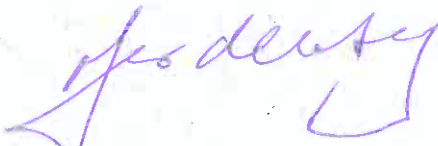
The request to suspend the application of the present Memorandum of Understanding will be officially communicated, at least within 60 (sixty) days, before the date on which the suspension shall come into force.

The present Memorandum of Understanding shall come into effect on the date of its signing and shall have an initial duration of three years, being renewed tacitly, for same and successive periods until any of the Parts decide to denounce it. In this case, the denunciation shall come into effect 60 (sixty) days after the receipt of the notification.

Signed in Johannesburg, South Africa, on 22 October 2008, in two original copies in each language, Portuguese and English, being every text equally authentic.



ON BEHALF OF THE INDEPENDENT
COMMUNICATION AUTHORITY
OF SOUTH AFRICA (ICASA)
OF THE REPUBLIC OF SOUTH AFRICA



ON BEHALF OF THE NATIONAL
TELECOMMUNICATION AGENCY
(ANATEL) OF THE FEDERATIVE
REPUBLIC OF BRAZIL