

**MEMORANDUM OF UNDERSTANDING ENTERED INTO BETWEEN  
THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA  
AND  
THE SOUTH AFRICAN RADIO LEAGUE**

**MEMORANDUM OF UNDERSTANDING  
("MoU")**

**Entered into between**

**THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA**  
a juristic person established in terms of section 3 of the Independent  
Communications Authority of South Africa Act (Act No.13 of 2000),  
(Hereinafter referred to as "the Authority")

**and**

**THE SOUTH AFRICAN RADIO LEAGUE**  
A non-profit organisation representing the interests of amateur radio  
enthusiasts in South Africa,  
(Hereinafter referred to as "the SARL")

**WHEREAS,** the key functions of the Authority is to regulate electronic communications, broadcasting and postal services; issue licenses to providers of the aforesaid services, monitor the environment and enforce compliance with licence conditions and regulations, investigate and decide on disputes and complaints brought by industry or members of the public against licensees; promote the interests of consumers with regard to price, quality of service and the variety of electronic communication services and to plan, control and manage the frequency spectrum and protect consumers.

**WHEREAS,** the South African Radio League (SARL) is a voluntary organisation, and a member of the International Amateur Radio Union with the objective to promote the hobby of amateur radio by providing social and recreational amenities or facilities for the members in a non-profit manner. The SARL also encourages, supports and develops:

- Emergency / disaster communication during-
  - Search and rescue missions;
  - Major natural disasters;
  - Civil aviation accidents.
- Community services (sporting events etc.);
- Research and developments (5 MHz Project, 60 m propagation research);
- Education; and
- International relations.

**WHEREAS,** Radio amateurs have their own repeater network, independent of all other networks. At a moment's notice, through the SARL's emergency communications group "HAMNET", portable stations with the necessary power and antennas can be set up. When all else fails, they are there to provide a service. Radio amateurs provide their own equipment, are available at a moment's notice and operate completely independent of the regular infrastructure systems. The contribution that radio amateurs make by supporting communities with disaster relief communication is underestimated.

## **1. PURPOSE OF MoU**

1.1 This MoU is entered into to establish the manner in which the Authority and the SARL will interact with each other to enable them to, inter alia:

1.1.1 co-ordinate and harmonise engagement during the Authority's licensing process of amateur radio frequency spectrum licences in South Africa;

1.1.2 establish a framework to conduct the Radio Amateur Examination (RAE); and

1.1.3 co-ordinate activities with respect to matters of common interest.

## **NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS**

## **2. THE RADIO AMATEUR EXAMINATION (RAE)**

2.1 The SARL will prepare and moderate the RAE question papers.

2.2 The RAE must be conducted at least once per year.

2.3 The SARL will test every candidates' ability to correctly set up, adjust and operate an amateur HF radio apparatus.

2.4 The SARL will advise the Authority annually at the beginning of each year of the dates on which the RAE will be conducted.

2.5 At least five weeks prior to the RAE, the SARL must submit the draft examination paper to the Authority for scrutiny. The Authority will respond

within 10 working days to advise the SARL of the recommendations or any changes that should be considered to be effected.

- 2.6 The SARL must provide the Authority in advance with a list of all the candidates with at least three preferred call signs per candidate in order that the call signs can be reserved for successful candidates.
- 2.7 The Authority will check the call sign selection and advise the SARL within 5 (five) working days of the reserved call signs. The Authority will select an alternative call sign if one of the three preferred call signs is not available.
- 2.8 The SARL must ensure that the RAE takes place on the date that was announced as the examination day and that if, for any valid reason, the examination cannot happen on that day, candidates are properly informed in time and advised of the new examination date.
- 2.9 Within two weeks after the RAE, the SARL will mark and moderate the answer papers and submit a list of passed candidates (full names, ID number, examination number, results, and contact details, including the email addresses) to the Authority.
- 2.10 The SARL will issue the necessary certificates, pass letters and approved call signs to the successful candidates.
- 2.11 The SARL must submit the following documents to the Authority within 10 working days after successfully conducting the RAE:
  - 2.11.1 The answer sheets of all candidates (passed or failed);
  - 2.11.2 A complete list of all the candidates who wrote the RAE, signed and approved by the SARL councillor responsible for the RAE. Information on this list must include the RAE number, full names, surname, ID number, email addresses, results, call sign issued and contact details;
  - 2.11.3 A copy of the Class A (HAREC) or Class B amateur operator certificate issued to successful candidates, and



- 2.11.4 A copy of the certificate issued to confirm that the candidate has proven his/her ability to correctly set up, adjust and operate an amateur HF radio apparatus.
- 2.12 The SARL must pay all application fees as well as the first year's licence fees to the Authority within five working days after all successful candidates are notified. The Authority will acknowledge the receipt of payment within two working days.
- 2.13 The Authority may issue the necessary radio frequency spectrum licences within a reasonable time after all information has been submitted by the SARL.
- 2.14 Persons who have passed the radio amateur examination and who have been allocated their call sign may operate even if they have not yet received a printed or emailed copy of their license.

### **3. REPEATERS AND BEACONS**

- 3.1 The SARL will set up a formal National Repeater and Beacon Managing Group in order to coordinate applications made for repeater and beacon station licences.
- 3.2 Applications for amateur radio repeater and beacon stations can be submitted to the Authority or the SARL.
- 3.3 All applications received by the Authority must be referred to the SARL within five working days for coordination.
- 3.4 The SARL must review the application and consider all factors before making a recommendation to the Authority within 15 working days after receiving the application.
- 3.5 Applications submitted will only be considered for a channel spacing of 12.5 kHz only.

- 3.6 The Authority will issue an invoice for the radio frequency spectrum licence within a reasonable time after the coordination was completed by the SARL.
- 3.7 The radio frequency spectrum licence will be issued by the Authority as soon as the invoice is paid.

#### **4. ESTABLISHMENT OF JOINT WORKING GROUP**

- 4.1 A Joint Working Committee constituted by representative of the Authority and the SARL as nominated by the parties respectively, shall be established pursuant to this Agreement and shall function on an on-going basis.
- 4.2 Functions of the Working Group shall include:
- 4.2.1 to manage and facilitate cooperation and consultation in respect of matters dealt with by each party in terms of this Agreement;
  - 4.2.2 to propose, when necessary, any amendment of or supplementation to this Agreement;
  - 4.2.3 to discuss and resolve any other issues of mutual interest that may arise from time to time.
- 4.3 General Manager responsible for Licensing will be the main contact person at ICASA; and
- 4.4 The Manager, responsible for Regulatory will be the main contact person at SARL.

#### **5. DURATION**

This Memorandum will commence on the date of signature of the last signing party and will remain in force until it is terminated by the operation of law or by either party in terms of clause 16.

## **6. REVIEW**

The terms of this Memorandum and the performance of the Parties in terms thereof will be reviewed quarterly at a scheduled meeting between the Parties.

## **7. ARBITRATION**

- 7.1 In the event of a dispute or difference between the Parties with regard to interpretation and/or implementation of any one or more of the provisions of this Memorandum, the dispute or difference must be resolved in an amicable manner other than resort to judicial proceedings.
- 7.2 In the event the Parties fail to resolve a dispute within 14 (fourteen) business days of their first meeting or such longer period as the Parties may agree in writing, any party may refer such dispute or difference to arbitration in accordance with the provisions of the Arbitration Act 42 of 1965, as amended and as amplified or limited by this clause.
- 7.3 Any party may demand that a dispute be referred to arbitration by giving a written notice to that effect to the other party.
- 7.4 The arbitration must be held:
- 7.4.1 in Johannesburg and conducted in the English language;
  - 7.4.2 immediately in an informal manner on such basis as the arbitrator may determine with a view to it being completed within 90 (ninety) days after it is demanded.
- 7.5 The Parties irrevocably agree that the decision in arbitration proceedings:

7.5.1 will be final and binding upon the parties; and

7.5.2 will be carried into effect.

7.6 This clause is severable from the rest of the Memorandum and remains valid and binding on the Parties notwithstanding any termination thereof.

## **8. DOMICILUM CITANDI ET EXECUTANDI**

8.1 The Parties choose as their *domicilium citandi et executandi* for all purposes under this Memorandum, whether in respect of court processes, notices or other documents or communication of whatsoever nature (including the exercise of any option) the following addresses:

### **Independent Communications Authority of South Africa**

Physical address: 164 Katherine Street

Pinmill Farm Block B

Sandton 2146

Postal address: Private Bag x 10002

Sandton

2146

Telephone: (011) 566 3000/1

Email: [GMlicensing@icasa.org.za](mailto:GMlicensing@icasa.org.za)

### **South African Radio League**

Physical address: National Amateur Radio Centre

Sender Technology Park



1 Octave Road  
Radiokop  
Postal address: P O Box 1721  
Strubensvallei  
1735  
Telephone: 012 991 4662  
Email: [hans@intekom.co.za](mailto:hans@intekom.co.za)

- 8.2 Any notice or communication required or permitted to be given in terms of this Memorandum will be valid and effective only in writing.
- 8.3 Either party may give notice to the other party to change the physical address chosen as its *domicilium citandi et executandi* to another physical address in South Africa, provided that such change will become effective on the 7<sup>th</sup>(seventh) business day from the deemed date of receipt of the notice by the other party.
- 8.4 Any notice sent by prepaid registered post in a correctly addressed envelope sent to the address stipulated in the *domicilium citandi et executandi* , will be deemed to have been received on the seventh business day after posting (unless the contrary is proved).

## 9. SEVERABILITY

Each of the provisions of this Memorandum will be considered as separate terms and conditions and in the event this Memorandum is affected by legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise, held to be illegal, invalid, prohibited or unenforceable, then any such provisions may be ineffective only

to the extent of the illegality, prohibition or unenforceability and each of the remaining provisions thereof will remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provision was not part thereof.

## **10. COSTS**

Each Party will be liable for its own costs in respect of, and incidental to, the negotiation and execution of this Agreement.

## **11. ENTIRE AGREEMENT**

This Memorandum constitutes the entire agreement between the parties with regard to the matters dealt with in this Memorandum and no representations, terms conditions or warranties not contained in the Memorandum will be binding on the Parties.

## **12. VARIATION AND CANCELLATION**

No agreement varying, adding to, or deleting from or cancelling this Memorandum will be effective unless reduced to writing and signed by or on behalf of the Parties.

## **13. INDULGENCES**

No indulgences granted by the Parties may constitute a waiver of any of its rights under this Memorandum. Accordingly, no party may be precluded as a consequence of having granted such indulgence, from exercising any rights

against the other which may have arisen in the past or which may arise in the future.

#### **14. GOVERNING LAW**

The Memorandum will be construed in accordance with the laws prevailing in the Republic of South Africa.

#### **15. CESSION AND ASSIGNMENT**

The parties will not be entitled to cede and assign their rights and obligations in terms of this Agreement without the prior written consent of the other.

#### **16. TERMINATION**

Notwithstanding the provisions of clause 5 above, either Party has the right to cancel this Memorandum at any time by giving the other party 30 (thirty) business days written notice.

#### **17. GENERAL**

17.1 The parties agreed that no discrimination against non-members of the SARL will be allowed, especially when monies are levied for the performing of functions delegated to the SARL in terms of this MoU.

17.2 Any complaints lodged in this regard will be investigated by the Authority which could lead to the cancellation of the MoU.

#### **18. PUBLICATION**

18.1 The Parties may undertake joint communication through media and other platforms on the focus areas of this MOU.

18.2 This MOU shall be published on the websites of the Authority and the SARL as soon as it has been signed.

**IN WITNESS WHEREOF**, the parties have caused this MoU to be executed by and through their duly authorised representatives.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2016 in the presence of the undersigned witnesses

WITNESSES:

1.   
SIGNATURE

2.   
SIGNATURE

THE AUTHORITY

  
CAPACITY *COUNCILLOR*

\_\_\_\_\_  
CAPACITY


SIGNED at *SANTON* on this *29* day of *NOVEMBER* 2016 in the presence of the undersigned witnesses

WITNESSES:

1.   
SIGNATURE

2.   
SIGNATURE

THE SARL

  
CAPACITY *SARL PRESIDENT*

\_\_\_\_\_  
CAPACITY