LAWS OF SOUTH SUDAN

National Communications Interconnection Regulations, 2016





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LAWS OF SOUTH SUDAN NATIONAL COMMUNICATIONS INTERCONNECTION REGULATIONS, 2016

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LAWS OF SOUTH SUDAN NATIONAL COMMUNICATIONS INTERCONNECTION REGULATIONS, 2016

In accordance with the provisions of Sections 49 read together with Section 92 of the National Communications Act, 2012, the Authority with the approval of the Competent Minister, issue and promulgate the following into Regulations:

CHAPTER I

Preliminary Provisions

1. Title and Commencement

These Regulations shall be cited as the National Communications Interconnection Regulations, 2016, and shall come into force on the date of its signature.

2. Repeal and Saving

Any existing regulations or orders, directives, rules and guidelines governing the subject of these Regulations is hereby repealed; provided that any orders issued or regulations made thereunder, except to the extent they are cancelled by or are otherwise inconsistent with provisions of these Regulations shall continue in force and effect until repealed or amended by these Regulations.

3. Application

These Regulations shall apply to all Interconnect Licensees and Interconnecting Licensees including the form and content of Interconnection Agreements, Access and Facilities.

4. Interpretation

In these regulations, all wards and expressions that are defined under the Communications Act, 2012, shall have the same meanings herein; unless the context otherwise requires:

"Act"	means the "National Communication Act, 2012"
"Access"	means availing facilities or services, to another service provider under specified conditions, an exclusive or non exclusive basis, for the purpose of providing telecommunications services.
"Calling Line Identity"	means the information generated by a communications system that identifies the calling number and forwards it through the communications network to the receiving communications system.
"Co-Location"	means accommodation of two or more switches, transmission equipment, antennas, power or any other electronic communications equipment in, or on single building tower or any other structure for the purpose of interconnecting communications networks.
"customer"	means user of communications services provided by communications service licensee.
"End-To-End Connectivity"	means property that allows all nodes of the network to send information to all other nodes of the network, and do not require intermediate network elements to further interpret them.
"Facilities Acquirer"	means licensee who provides network services who has leased or shares facilities or has requested to lease or share facilities from facilities providers.
"Facilities Provider"	means network facilities licensee who has been requested by facilities acquirers for lease or to share facilities.
"Interconnect Capacity"	means transmission and switching capability and any other facility for connecting communications networks of two or more communications service licensees.
"Infrastructure Sharing"	means the sharing of different levels of infrastructure of communication network and its resources between two or more operators.
"Interconnect Licensee"	means a provider of communications service who, in accordance with a licence issued by the Authority, is required to provide interconnection services to other

communications licensees.

"Interconnecting licensee"

means provider of communication services who has interconnected or has requested lo interconnect its communications system to the communications system of an interconnect licensee.

"Just and Reasonable Charges"

means charges that enable licensee maintain its financial integrity, attract capital, operate efficiently and fully compensate investors for risks borne.

"interconnection Agreement"

means an agreement, entered into, before or after the commencement of these Regulations, between an interconnect licensee and an interconnecting licensee, in relation to the interconnection of their communication systems.

"Interconnection Information"

means information in the possession or control of parties to an interconnection agreement or intending to interconnect their communications systems and services, which may assist such parties to formulate their interconnection or plans, to establish or maintain their communication systems or services for the purpose of interconnection, and information may include:

- a. technical, traffic and other relevant information system and facilities specifications; and
- any material changes to that information or specifications which may impact on parties interconnection arrangements or services they intend to provide to customers by means of that interconnection.

"Interoperability"

means the ability of communication systems, units, or elements to provide services to and accept services from other systems, units or forces and to use the services

exchanged to enable them to operate effectively together.

means any person licensed by the Authority to provide communications service within a geographical area

prescribed by the Authority within which a licensee is licensed to operate communications systems and services and shall include regional communications service providers.

means any element that forms part of an electronic communications network and includes any wire, cable, antenna, mast or other thing, which is or may be used for or in connection with communications.

"Local Access Provider"

"Network Facility"

"Point of Interconnection"

means mutually agreed upon point where the exchange of traffic between the telecommunication system or of an interconnect provider and the apparatus telecommunications system or apparatus of an interconnecting licensee, takes place, including the exchange of traffic between local access provider or mobile cellular communications service provider and another licensed telecommunications network service provider.

"Private Network Licensee"

means the licensee of a communications system that provides private telecommunications services for its own use or to individuals or groups of persons.

"Public Network Licensee"

means licensed provider of public telecommunications service.

"Reference Access Offer"

means document setting out terms and conditions under which the dominant operator or an interconnect licensee undertakes to permit access to its communications network in a nondiscriminatory manner.

"Reference Interconnect Offer" means document or agreement setting out terms and conditions under which dominant operator or an interconnect licensee undertakes to permit interconnection to its communications network in a nondiscriminatory manner.

CHAPTER II

Interconnection Agreement

5. Rights and Obligations to Interconnect

- The interconnecting licensee shall, subject to provisions of the Act and any guidelines on interconnection of telecommunications systems and services that the Authority may, from time to time publish, have the right to choose its interconnection licensee to route its data traffic and calls towards customers of another licensee.
- 2. Notwithstanding the provisions of sub-regulation (1) of this Regulation, the interconnecting licensee shall route its data traffic and calls towards international destinations only through the licensee who has been licensed to provide the service.
- 3. The interconnection licensee shall have the right to provide end-to-end connectivity and interoperability of services to all customers. However, when requested by an interconnecting licensee, it has an obligation to negotiate the interconnection of its telecommunications system, facilities and equipment with the telecommunications system, facilities and equipment of the interconnecting licensee.
- 4. The interconnection licensee shall accept all reasonable requests for access to its telecommunications system at the network termination points offered to the majority of the interconnecting operators.
- 5. The Authority may exempt an interconnection licensee from the obligation prescribed under sub-regulation (I) of this Regulation if:
 - a. interconnection agreement is prohibited by law;
 - b. licence issued to licensee does not permit licensee to offer services for which the interconnection is requested;
 - c. requested interconnection is rendered impossible as result of technical specifications; or
 - d. interconnection may endanger the life safety or result in injury of any person or harm to property of interconnect or hinder the quality of services provided by the licensed service provider.
- 6. The Authority shall publish any exemption granted under sub-regulation (5) of this Regulation.

6. Negotiation of Interconnection Agreement

- 1. The interconnect licensee shall provide interconnection information to an interconnecting licensee upon receipt of written request.
- 2. Requests of interconnecting licensee for interconnection shall be given reasonable priority over customer orders of the interconnect licensee.
- 3. Parties to interconnection agreement shall negotiate in good faith and reasonably endeavour to resolve disputes relating to the form and subject of interconnection agreement that may arise.
- 4. Parties to interconnection agreement shall negotiate freely and each negotiating party shall not:
 - a. mislead the other party intentionally;
 - b. coerce the other party to enter into an agreement that it may not entered into;
 - c. delay or obstruct negotiations intentionally.
- 5. Terms and conditions for interconnection of communications networks shall be based on the agreement reached between parties to an interconnection agreement and promote increased access and efficient use of communications systems, services and facilities.
- 6. All interconnection agreements shall facilitate end-to-end connectivity by ensuring that calls originated on communications system of an interconnecting operator may be terminated at any point on communications system of any other communications service provider on non-discriminatory basis.
- 7. All interconnection agreements between telecommunication system licensees shall be in writing and specify:
 - a. scope and specification of interconnection;
 - b. access to all ancillary supplementary services access to and use of premises or land necessary to support interconnection;
 - c. maintenance of end-to-end quality service and other service levels;
 - d. charges for interconnection;
 - e. billing and settlement procedures;
 - f. ordering, forecasting, provisioning and testing procedures;
 - g. points of interconnection or co-location;
 - h. amount of, or forecast procedures to be used to determine, interconnect capacity to be provided;
 - i. transmission of call line identity;
 - j. network information;
 - k. information regarding system modernization or rationalisation;

- I. technical specifications and standards;
- m. interoperability testing, traffic management, measurement and system maintenance;
- n. information handling process and confidentiality agreement;
- o. duration for and renegotiation of the agreement;
- p. formation of appropriate working groups to discuss matters relating to interconnection and to resolve any disputes;
- q. formal dispute resolution procedures;
- r. definition and limitation of liability and indemnity;
- s. adequate capacity, service levels and reasonable remedies for any failure to meet such service levels;
- t. force majeure;
- u. other contractual terms and conditions; and
- v. any other matters that the Authority may prescribe.
- 8. Interconnection agreements shall not directly or indirectly:
 - a. preclude or frustrate exercise of rights or privileges given under the Act, licence or by any person;
 - b. impose any penalty, obligation or disadvantage on any person for exercising any rights under the Act or licence;
 - c. prohibit a person from providing interconnection service, which that person is able to lawfully provide; or
 - d. frustrate provision of communications service by an able person to lawfully provide.
- 9. The Authority may, on its own initiative or upon the request of any party, in case the negotiating parties did not reach agreement:
 - a. Intervene in negotiations on agreements for interconnection, within two months of the commencement of negotiations; or
 - b. Set time limits with which negotiations on interconnection are to be completed, which time limits shall not exceed two months unless the Authority considers a longer period is necessary.
- 10. The Authority may, from time to time issue technical, costing and other relevant guidelines, to guide licensees in negotiating interconnection agreements.
- 11. When communications service licensee:
 - enters into interconnection agreement with another communications licensee, the Authority may review the agreement to ensure that it conforms with Act, Regulations and any guidelines on interconnection of telecommunications networks issued by the Authority; or

b. has not interconnected its facilities upon request by another licensee, the Authority shall require the licensee concerned to interconnect its facilities to protect essential public interests and may set terms and conditions of the interconnection.

7. Approval of Interconnection Agreement

- 1. Parties to interconnection agreement shall file with the Authority an application for approval of proposed interconnection agreement within fourteen days before the date of implementation of interconnection agreement.
- 2. Parties to interconnection agreement shall file with the Authority an application for approval of renewal or extension of an existing interconnection agreement within fourteen days prior to the expiry of the agreement.
- 3. The Authority may request for information from the parties to interconnection agreement that it may consider necessary to evaluate terms, conditions and charges set forth in agreement and modification.
- 4. Upon receipt of request by the Authority to modify interconnection agreement, parties shall negotiate and submit revised interconnection agreement to the Authority within ten days of receipt of the request from the Authority.
- 5. When parties may not be able to agree on requested modification, the Authority may, if it determines that negotiated agreement is not achievable, provide interconnection agreement to the parties that may include terms, conditions, and charges payable for the interconnection.
- 6. When licensees are in the process of negotiating an interconnection agreement or have agreed on an agreement but the agreement is pending before the Authority for approval, parties may agree to exchange traffic based on interim conditions and notify the Authority. Provided that, conditions agreed on in interconnection agreement once approved by the Authority, shall apply in respect of the period for which the agreement is negotiated.
- 7. Any party aggrieved by the decision of the Authority may, within fifteen days from the date of decision, appeal before Competent Court.

8. Confidentiality

- Any party to interconnection agreement may, before filing of the agreement with the Authority, mark provisions containing trade or operating secrets and the party shall submit to the Authority for review the modified version of the agreement, which may not, in the view of that party, disclose the trade or operating secrets.
- 2. When the Authority considers the marking unjustified, it shall consult with the respective telecommunications service provider, prior to making of any decision to allow third parties to inspect the agreements in whole or in part and may subsequently restrict inspection to the modified version of the interconnection agreement.

CHAPTER III

Interconnection Quality Service, Charges Structure and Procedures

9. Interconnection.

- 1. I. Any transmission of calls across and within telecommunications systems shall be the same less to both the calling receiving party.
- 2. All procedures for forecasting, ordering and provisioning interconnection shall be efficient and occur within reasonable time frames.
- 3. All facilities or systems used for interconnection shall be provided in sufficient capacity to enable efficient transfer of information between interconnected telecommunication systems.
- 4. Any service acquired as part of interconnection may be used for any lawful purpose.

10. Non-Discrimination and Transparency

The interconnection licensee shall in similar conditions and circumstances provide interconnection on non-discriminatory basis and the interconnection licensee shall ensure that:

- a. changed rates do not vary on basis of class of customers to be served;
- b. it provides interconnecting licensees with interconnection facilities and information under the same conditions and quality, that it may afford to its subsidiaries, affiliates, or other similarly situated interconnecting licensees;
- c. it avails to interconnecting licensees all necessary information and specifications related to interconnection; and
- d. customers of interconnecting licensees receive equal treatment with the treatment accorded to its own customers or the customers of its subsidiaries, affiliates, or other similarly situated interconnecting licensees.

11. Quality Service

1. Parties to interconnection agreement shall comply with all relevant service standards of the International Telecommunications Union and other technical standards that the Authority may publish from time to time.

2. Any licensee shall ensure that the prescribed quality service is not impaired on interconnection.

12. Network Upgrading

In order to achieve the quality of interoperability to the prescribed level, licensee shall:

- a. Notify the Authority and all other licensees interconnecting in the network, of any planned change in the network capacity, technology, structure and configuration, at least three months plior to the planned change; and
- b. Provide details relating to any change in the network of licensee including traffic forecast to the Authority at least three months plior to the planned change.

13. Interconnection Charges Structure

- 1. All charges for interconnection services shall be:
 - a. objective, independently verifiable and fair;
 - b. charged for each type of communications service related to interconnection;
 - c. not be designed to facilitate cross-subsidies by an interconnect provider of its network;
 - d. below the retail charges levied by the interconnect provider for provision of any retail service that makes similar use of such network elements required by both the retail and interconnection service; and
 - e. sufficiently below retail service charges to allow for recovery of the incremental retail costs associated, the provision of the retail service supported by the interconnection service that the interconnect service provider may have to incur in order to compete effectively with the interconnect provider at the retail level.
- 2. All charges for interconnection shall be structured to distinguish and separately price:
 - a. fixed charges for establishment and implementation of physical interconnection;
 - b. periodic rental charges for use of facilities, equipment and resources including, interconnect and switching capacity; and
 - c. variable charges for telecommunications services and supplementary services.

- 3. Any licensee shall be free to acquire services from interconnect providers at any retail price offered by interconnect provider, without prejudice to any rights to acquire the same or similar services under interconnection agreement.
- 4. The Authority shall issue guidelines on interconnection charging methodology from time to time.

14. Interconnection Procedures

- 1. All requests by interconnecting licensee, for any form of interconnection shall be in writing and provide the interconnection licensee with information relating to:
 - a. form of interconnection;
 - b. date for commencement of negotiations;
 - c. approximate date of the interconnection is required; and
 - d. estimate of capacity required.
- 2. A copy of the request for interconnection in sub-regulation (3) of this Regulation shall be forwarded to the Authority wit11in seven days of request by the requesting party.
- 3. The interconnect licensee shall inform the interconnecting operator in writing within fourteen days of receipt of the request for interconnection of its ability and willingness to supply the form of interconnection requested, within time frames requested by the interconnecting licensee and its ability to commence negotiations on the requested date.
- 4. When the parties do not agree on the date to commence negotiations, the Authority shall facilitate negotiations to interconnection agreement on such date to be specified by the Authority.
- 5. When the Authority is of the view that, parties to interconnection agreement have taken longer than necessary to negotiate and conclude interconnection agreement, or the proposed charges to interconnection agreement are unreasonable and do not promote effective competition, the Authority shall make provisional order to be applicable during the time when negotiations are going on and the time within which negotiations on interconnection are to be completed.
- 6. When any party or any other person alleges that there has been contravention or failure to comply with the provision of the Act, Regulations and any guidelines on interconnection or interconnection agreement, the Authority shall investigate and publish the findings.
- 7. When the interconnect licensee has informed interconnecting licensee that it is able to provide interconnection, it shall ensure that the system conditioning and provisioning procedures required to provide such interconnection are undertaken within the time required by the interconnecting licensee.
- 8. Disputes related to the timely provision of interconnection or notice of planned changes shall be submitted to the Authority for determination.

15. Establishment and Location of Points of Interconnection

- 1. Parties to interconnecting agreement shall establish and maintain points of interconnection at any technically feasible points agreed by the parties.
- Any interconnecting licensee shall, in sufficient detail, notify the interconnection licensee
 of points at intend they desire to be interconnected to enable the interconnection
 licensee to assess systems conditioning and other requirements for establishing such
 points of interconnection.
- 3. Points of interconnection shall be immediately established following the request and not later thail thilty (30) days from the date of request.
- 4. Unless otherwise determined by the Authority, interconnecting licensees shall be responsible for cost of building and maintaining points, data fill and switching capacity to support the interconnection and for costs of transport from their points of origination to points of interconnection.
- 5. Licensees providing interconnection services may mutually agree on the point of interconnection and share costs of establishing such points of interconnection.
- 6. When a licensee seeking interconnection from any interconnection licensee requests that its facilities for interconnection are co-located with facilities or premises of the interconnection licensee, such co-location may be provided and costs of such co-location shall be mutually agreed by the parties.

16. Calling Line Identity

Parties to interconnecting agreement shall pass calling line identity and all necessary signalling data between interconnecting parties in accordance with standards prescribed and published from time to time by the Authority.

CHAPTER IV

Miscellaneous Provisions

17. Modification, Suspension and Termination

- 1. Parties to interconnection agreement shall ensure that any modification, suspension or termination of the interconnection agreement shall not adversely affect customers.
- 2. Any interconnect provider may not terminate interconnection agreement unless:
 - a. termination is as result of fundamental breach of the interconnection agreement and interconnecting licensee after having been given opportunity to remedy the breach, has failed to do so;
 - b. interconnect provider gives reasonable written notice of its intention to terminate and:
 - i. specifies grounds for termination; or
 - ii. gives, in the case of breach, notice of one month, for the service provider to remedy the breach.
 - c. The Authority has been notified of intended termination and has given consent, in writing.
- 3. Any party to interconnection agreement may only suspend interconnection in exceptional circumstances and only where such suspension is intended to address material degradation of telecommunications systems or services and the Authority notified of the intended suspension and has given its consent.
- 4. Parties to an interconnection agreement that has been approved by the Authority may amend or modify the agreement by giving the Authority copy of proposed amendment not less than fourteen days prior to the effective date.

18. Confidentiality

- 1. Any party, which has receives information relating to interconnection from another party designated as confidential shall keep the information confidential and may only disclose it to:
 - a. employee, agent or adviser who needs to know that information for purpose of provision of interconnection, or giving advise thereon;
 - b. person to whom such disclosure is authorised by the other party;

- c. where such disclosure is authorised or required by applicable law; and
- d. the Authority.
- 2. 2. Confidential information relating to interconnection of any party received by another party, or business information generated by communications system of any party as result of interconnection, shall be used solely for purpose of providing interconnection, and shall not be disclosed to any person involved in development or provision of retail services of other party, its subsidiaries or affiliates.
- 3. 3. Provisions relating to confidentiality of any matter in any interconnection agreement shall not prevent the disclosure by the Authority of any provisions therein due to public interest or pursuant to legal process.

19. Reference Interconnection and Access Offers Obligations

- 1. Where the Authority has issued order requiring dominant communications service licensee to publish reference interconnection offer or reference access offer, the licensee shall, unless otherwise determined by the Authority:
 - a. submit proposed reference interconnection or reference access offer, as the case may be, to the Authority for review and approval within three months after issuance: of the order by the Authority; and
 - b. be subject to terms and conditions of the approved reference interconnection or reference access offer approved by the Authority, subject to any amendments considered appropriate by the Authority, within three months after issuance of the order by the Authority.
- 2. Prior to approving any reference interconnection or reference access offer or any amendments thereto, the Authority may:
 - Request for additional information or clarification from the dominant communications service licensee, with regard to the proposed reference interconnection or reference access offer; or
 - b. Consult with the industry and public on the proposed reference interconnection or reference access offer.
- 3. The Authority may publish guidelines or models for uniform sectorwide application of reference access offers, which shall be used by all dominant communications service licensees.
- 4. Reference interconnection offers shall be sufficiently unbundled to ensure that interconnecting operators may not pay for network elements or facilities which are not necessary and shall contain description of components of the offer, associated terms and conditions, including the structure and level of prices.

- 5. Reference access offers shall be sufficiently unbundled to ensure that the a c c e s s seekers may not pay for network elements or facilities which are not necessary and shall contain description of components of the offer, associated terms and conditions, including the structure and level of prices.
- 6. Reference access offers shall where applicable, include detailed information related to access to:
 - a. network elements and associated facilities, which may involve connection of equipment, by fixed or non-fixed means;
 - b. physical infrastructure including buildings, ducts and masts;
 - c. relevant software systems including operational support systems, access to number translation or systems offering equivalent functionality;
 - d. fixed and mobile networks, in particular for roaming, access to conditional access systems for digital television services; and
 - e. access to virtual network services.

20. Co - Location

- Where licensee has right to install facilities on, over or under private land or take advantage
 of procedure for expropriation or use of property, the Authority shall encourage sharing
 of such facilities and property with other licensees, in particular, where other licensees
 may not have access to viable alternatives.
- 2. Any service provider providing such co-location shall:
 - a. file with the Authority schedule of fees charged for co-location;
 - b. agree on meet-point with another licensee seeking interconnection and designating location for interconnecting the network;
 - c. provide reasonable, just and non-discriminatory rates, terms and conditions for physical co-location of equipment necessary for interconnection or for providing access to unbundled network elements at the licensee premises;
 - d. resort to virtual co-location, requiring interconnection at place outside licensee usual premises such as switching, transmission, or main distribution door frame room, if it is demonstrated that, physical co-location is not practical for technical reasons or for space limitations;
 - e. agree with licensee seeking interconnection on facility that is based in the central office of either party to complete the transmission; and
 - f. charge fee according to filed tariffs.

3. The terms and conditions for co-location or sharing of facilities shall be subject to commercial and technical agreement between parties concerned and the Authority may intervene to resolve disputes arising from such agreements.

21. Network Access and Facilities

- 1. Any facility licensee shall facilitate access to network facilities in the following manner:
 - a. access to network facilities shall be commercially agreed upon between the facilities acquirer and facilities licensee;
 - b. request for access to network facilities shall be reasonable and in writing;
 - c. facility licensee and facility acquirer shall negotiate access to network facilities, at all times, in good faith;
 - d. facility licensee shall submit copy of concluded access agreement to the Authority within thirty days after the conclusion;
 - e. the Authority may authorise access to essential facilities of dominant communications service providers; and
 - f. facilities licensee, who has been authorised to provide access to network facilities shall, be entitled to levy charge for such access to enable it recovers economic costs and ensure reasonable rate of return;

2. Facility provider shall treat each:

- facilities acquirer on basis that is non-discriminatory in its provision of facilities the treatment which the facility provider affords to its own subsidiaries, affiliates, or other similarly situated facilities acquirers;
- communication network service of facility acquirer on basis that is non-discriminatory and equal to the treatment which the facility provider affords to the electronic communication network services of itself, its affiliates, or other similarly situated, facilities, acquirers; and
- c. customer of facilities acquirer on basis that is non-discriminatory and equal to the treatment which the facility provider accorded to its own customers, or customers of its subsidiaries, its affiliates, or other similarly situated facilities acquirers.
- 3. Any facility licensee may refuse unreasonable requests for access to its network facilities.
- 4. Any request for access to network facilities shall be unreasonable if it:
 - a. is not economically or technically feasible; or
 - b. may result in the facilities licensee being unduly prejudiced.

Any access agreement shall be in writing and unless it is not relevant to the access requested, specify:

scope and specification of facilities to be provided;

access to all ancillary or supplementary services, or access to and use of premises or land required to support the provision of network facilities;

service levels and maintenance of facilities;

charges for facilities;

billing and settlement procedures;

ordering, forecasting, provisioning and testing procedures;

provision of co-location for facilities and terms and conditions in accordance with which co-location is to be provided;

technical specifications, standards and interoperability tests;

information handling and confidentiality;

duration, re-negotiation and review procedures; and

dispute resolution procedures.

Any facility licensee shall not be required to provide access, where in the Authority view, it is not reasonable to require the facility provider to provide access, including among others, to circumstances beyond its control or not reasonably practicable.

22. Provisions for Leased Capacity

Any communications licensee that intends to acquire leased capacity in order to provide services licensed under the Act, shall request for the provision of such capacity from facilities licensee.

Any facility acquirer that intends to acquire leased capacity shall present a request for leased capacity in writing, to facility licensee specifying the requested location, quality and other technical requirements.

Facilities licensee shall respond to request under regulation 21 of these Regulations, writing within fifteen days of receipt of request, stating whether the required capacity may be supplied in accordance with requested technical requirements, offered price, and date upon which the installation of requested capacity shall be completed, which date shall not be later than ninety

days after receipt of request.

Any facility acquirer may apply to the Authority for permission to establish its own network or infrastructure:

when facility licensee is unwilling to provide the service or

upon failure by the facility licensee to:

reply to request within ninety days of receipt;

complete installation of required capacity within ninety days of reception of the request; or provide capacity at a reasonable price and at quality or technical standards which comply with communication systems requirements.

The Authority may, upon receipt of application made wider regulation 21 of these Regulations, authorise facility acquirers to establish the required capacity.

23. Dispute Resolution

Any dispute arising out of application or interpretation of these Regulations shall be resolved in accordance with the National Communications Dispute Resolution Regulations, 2016.

Issued by the National Communications Authority on 29th December, 2016.





Juba, Juba-Nimule Bor Junction, within the Ministry of ICT complex.

info@nca.gov.ss www.nca.gov.ss