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## GENERAL NOTICE

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### NOTICE 67 OF 2011

#### AGREEMENT

Entered into by and between

**THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA**

(hereinafter referred to as "ICASA")

**AND**

**THE SOUTH AFRICAN CIVIL AVIATION AUTHORITY**

(hereinafter referred to as "the CAA")

#### 1. PREAMBLE

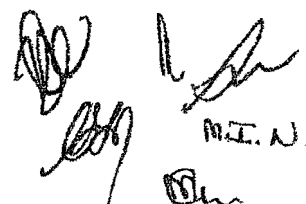
**WHEREAS** ICASA is vested with the control, planning, administration, management and licensing of the radio frequency spectrum in terms of the Electronic Communications Act, 2005 (Act No. 36 of 2005);

**AND WHEREAS** ICASA is authorised by the Radio Regulations, 1979, to conduct examinations or cause examinations to determine the proficiency of any person to use or maintain a radio station;

**AND WHEREAS** The CAA, in terms of the Civil Aviation Act, 2009 (Act 13 of 2009) *inter alia* controls and regulates the civil aviation industry, oversees its functioning and development and regulates and promotes aviation safety and security;

**AND WHEREAS** the CAA is vested with the licensing of pilots in terms of the Civil Aviation Act, 2009 (Act 13 of 2009);

**AND WHEREAS** the licensing of pilots entails *inter alia*, the examination of pilots on their proficiency relating to use of radio apparatus on board aircraft;



M.E.N.  
Dm

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AND WHEREAS the parties desire to enter into an agreement in terms of which ICASA appoints the CAA to conduct the examinations of proficiency envisaged herein and to issue the radiotelephony certificates on behalf of ICASA or in lieu of such certificates, endorse pilot licenses to authorise the use of radio apparatus on board aircraft;

## 2. DEFINITIONS

- (2.1) An Aviation Training Organisation means a body or institution designated by the Director in terms of Part 141 of the Civil Aviation Regulations of 1997.
- (2.2) An Aeronautical Information Circular means a circular containing information which does not qualify for the origination of a NOTAM or for inclusion in the AIP but which relates to flight safety, air navigation, technical, administrative or legislative matters, issued by the Director of Civil Aviation.
- (2.3) A Radio Telephony Certificate – General or Restricted, means a radio competency certificate as required by Regulation 2.2 of the Air Navigation Regulations of 1976 and Part 61 of the Civil Aviation Regulations of 1997, which forms an integral part of each pilot licence issued by the Director of Civil Aviation.

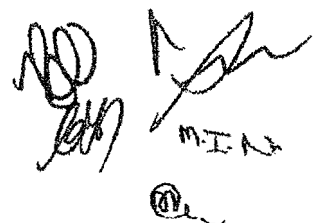
NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## 3. APPOINTMENT

ICASA hereby appoints the CAA to carry out the functions set out in clause 4 hereof.

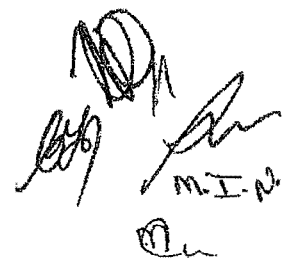
## 4. OBLIGATIONS OF THE CAA

The CAA shall perform the following functions for and on behalf of ICASA.



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- (4.1) Set the requirements necessary for individuals to obtain approval as Designated Examiners for the practical examining of candidates for issuance of radiotelephony proficiency certificates;
- (4.2) Designate examiners for conducting practical proficiency tests to establish proficiency in all required aspects relating to usage of Radiotelephony in aviation;
- (4.3) Approve Aviation Training Organisations (ATOs) to conduct training towards the level of knowledge required to sit the examination in Radiotelephony Operations;
- (4.4) Set and monitor the requirements for ATOs to conduct training and examinations for the Radio Telephony certificate – Restricted;
- (4.5) Conduct examinations to determine the standard for compliance with the Radio Telephony Certificate- General;
- (4.6) Endorse pilot licences to the effect that the holder is authorised to operate radio apparatus on board aircraft;
- (4.7) Determine standards for aerodrome ground radio operators in the use of radio apparatus;
- (4.8) Set and monitor the requirements for ATOs to conduct training and examinations for aerodrome ground radio operators;
- (4.9) Review all previously approved examiners and re-designation as deemed required;
- (4.10) Revise the relevant Aeronautical Information Circular (AIC 30.9) to reflect the changes in the examination procedure.



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## 5. DURATION OF THE AGREEMENT

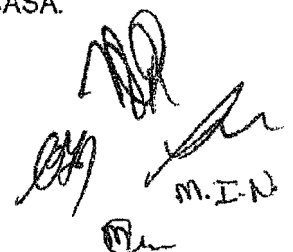
This Agreement shall commence on the date of signature hereof and shall remain valid until terminated in terms of clause 6 or such time as superseded by relevant legislation.

## 6. TERMINATION

Either party may terminate this Agreement by giving the other written notice of not less than 60 working days.

## 7. GENERAL CONDITIONS

- (7.1) Should any clause or provision of this Agreement be found to be invalid or unenforceable in any way, such clause or provision shall be deemed to be separate and divisible from the remaining provisions of this agreement and the validity and enforceability of the remaining terms and conditions shall not be effected.
- (7.2) At the option of either party, any legal action or application arising out of this agreement may be brought in any Magistrate's Court having jurisdiction, notwithstanding that the amount in issue may exceed the jurisdiction of such Court.
- (7.3) This document constitutes the sole record of Agreement between the parties in regard to the subject matter hereof.
- (7.4) No addition, variation or consensual cancellation of this agreement shall be of any force or effect unless agreed to by the parties in writing.
- (7.5) No indulgence, which any of the parties may grant another, shall constitute a waiver of any of such party's rights hereunder.
- (7.6) The CAA shall not assign or otherwise transfer any of its obligations under and in terms of this agreement unless agreed to by the ICASA.



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- (7.7) The CAA indemnifies ICASA against any legal claim that may be made against ICASA as a result of any negligent act or omission on the part of the CAA in carrying out its functions in terms hereof.
- (7.8) The parties hereby select their domicilia citandi et executandi for all purposes under this agreement as follows:

(a) ICASA           Block B  
                          Pin Mill Farm  
                          164 Katherine Street, Sandton

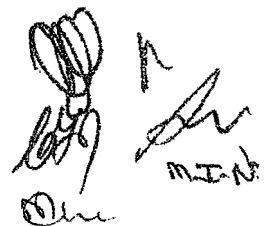
(b) CAA             Ikhaya Lokundiza  
                          Building No 16,  
                          Treur Close  
                          Waterfall Park  
                          Bekker Street  
                          Midrand

## 8. EXISTING AGREEMENTS

This Agreement replaces the Memorandum of Understanding that was signed in August 2001 by the Parties.

## 9. LETTER OF PROCEDURES


A letter of procedures pertaining to the procedures to be followed in handling of technical issues by the Parties in complying with their legal duties and obligations shall be annexed hereto as an annexure to the Agreement.

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SIGNED for and on behalf of the ICASA by ICASA's duly authorised officer at SANDTON on this 30th day of September 2010.

<u>STEPHEN MCGEE</u>		<u>Chairman</u>
NAME IN PRINT	SIGNATURE	CAPACITY

WITNESSES:

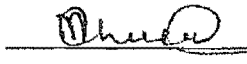
<u>PRANEEL RUPPAL</u>	
NAME IN PRINT	SIGNATURE


<u>MPILO NEMINGO</u>	
NAME IN PRINT	SIGNATURE

SIGNED for and on behalf of the CAA by CAA's duly authorised officer at MIDRAND on this 19th day of October 2010.

<u>COLIN F JORDAAN</u>		<u>Colin Jordaan</u> Director of Civil Aviation South African Civil Aviation Authority
NAME IN PRINT	SIGNATURE	CAPACITY

WITNESSES:

<u>MERRIAM CHYEN</u>	
NAME IN PRINT	SIGNATURE

<u>HERMAN WILDEWISER</u>	
NAME IN PRINT	SIGNATURE



**ANNEXURE "A" TO MOU BETWEEN ICASA AND CAA**

Entered into by and between

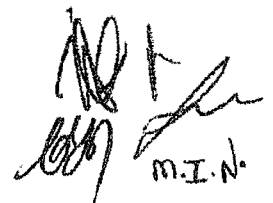
**THE INDEPENDENT COMMUNICATIONS AUTHORITY OF SOUTH AFRICA  
(hereinafter referred to as "ICASA")**

**AND**

**THE SOUTH AFRICAN CIVIL AVIATION AUTHORITY  
(hereinafter referred to as "the CAA")**

**1. THE COORDINATION PROCESS**

- (1.1) The process is initiated on the receipt by ICASA of an application for the intended use of aeronautical ground stations.
- (1.2) The application shall describe the required service, location and frequency band as well as all the technical parameters as required on the application document.
- (1.3) The application shall be forwarded to the CAA by ICASA within five (5) working days.<sup>(1)</sup>
- (1.4) The CAA shall acknowledge receipt of application(s) to ICASA within two (2) working days of receipt thereof.
- (1.5) The CAA shall evaluate the application and respond to ICASA within ten (10) working days of receipt of the application.<sup>(2)</sup>



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- (1.6) ICASA shall acknowledge receipt of response from CAA within two (2) working days.
- (1.7) ICASA shall provide CAA with an updated database of aeronautical fixed <sup>(3)</sup> stations assignments, which shall include site information, frequency, licensing status and applicant's details on a quarterly <sup>(4)</sup> basis.

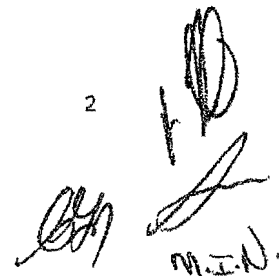
Note: <sup>(1)</sup> Working days shall be Monday to Friday with the exception of public holidays.

Note: <sup>(2)</sup> (a) certain assignments affecting airspace may take prolonged periods due to NASCOM processes and third party intervention.  
(b) Aeronautical assignments are subject to the AIRAC cycle (i.e. a 56 day publication/notification period preceding an effective date). Certain assignments such as "company operations" (OPC) are excluded.

Note: <sup>(3)</sup> Fixed stations also include mobile stations within airfield parameters.

Note: <sup>(4)</sup> More often if required on an ad hoc basis

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