

**ELECTRONIC COMMUNICATIONS (SUBMARINE CARRIER)  
SERVICES AUTHORISATION**



**GRANTED BY THE NATIONAL COMMUNICATIONS AUTHORITY**

**UNDER SECTION 3(C) OF**

**THE NATIONAL COMMUNICATIONS AUTHORITY ACT, 2008, ACT 769**

**TO**

**XXX**

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## **SECTION ONE: THE AUTHORISATION UNDERTAKING**

This Authorisation is granted to **xxx** to provide Electronic Communications Services using the Submarine Carrier System in the Republic of Ghana under Section 3 (c) of the National Communications Authority Act, 2008 (Act 769).

### **1.1 The Authorisation**

- 1.1.1 Section 1 of the National Communications Authority Act, 2008 (Act 769) (hereinafter referred to as "the Act") establishes the National Communications Authority (hereinafter referred to as "the Authority") as a body corporate with perpetual succession rights and a common seal.
- 1.1.2 In exercise of the powers conferred on it by Section 3(c) of the Act, the Authority hereby grants to **XXXC** (hereinafter referred to as "the Authorisation Holder", which expression shall, where the context so admits, include its successors and or assigns) this Authorisation to provide Electronic Communications Services using Electronic Communication (Submarine Carrier) Service Authorisation (hereinafter referred to as this "Authorisation") in the Authorisation Area for the period and subject to the conditions set out below:
- 1.1.3 This Authorisation shall be known as the "**ELECTRONIC COMMUNICATIONS (SUBMARINE CAPACITY) SERVICE AUTHORISATION**"
- 1.1.4 This Authorisation shall be governed by the provisions of National Communications Authority Act, 2008 (Act 769), the Electronic Communications Act, 2008 (Act 775), the Electronic Communications Regulations, 2011 (L.I. 1991) and any amendments thereto, and such other acts, regulations, guidelines and directives issued by the Authority and orders emanating from a competent court of jurisdiction.

## **SECTION TWO: SCOPE OF THE AUTHORISATION**

### **2.1 Authorised Services**

- 2.1.1 The Authorisation Holder shall only provide services to entities authorised by the Authority to provide the following services but not limited to:
  - 2.1.1.1 Telecom Service
  - 2.1.1.2 Value Added Service
  - 2.1.1.3 Internet Service
  - 2.1.1.4 Internet Exchange Points
  - 2.1.1.5 Network Infrastructure Service

- 2.1.2 Subject to the terms and conditions of this Authorisation, the Authorisation Holder is authorised to provide to Licensed Entities using the authorised Submarine Cable System:
- 2.1.2.1 the necessary capacity to carry and route telecommunications signals that constitute the main interconnection between electronic communications systems and networks
  - 2.1.2.2 exchange communications networks to link the network terminating point, including carrier services for data exchange by package, circuit exchange by package, circuit exchange services, telephone or telex services
  - 2.1.2.3 Points of Presence to interconnect with the Public and Private networks to provide authorised services
  - 2.1.2.4 means to Interconnect with other authorised transport facility operators to carry user traffic.
- 2.1.3 Notwithstanding the above, where the Authorisation Holder requires the use of any frequency spectrum or other transport facilities, it must obtain the relevant authorisations from the Authority.

## **2.2 Authorised Area**

2.2.1 The Authorisation Holder is authorised to provide the Authorised services within the Authorised Area only. However, the Authority reserves the right to delineate the Authorised Area and avail further authorisations on such terms and conditions as may be necessary for achieving a fair, inclusive, competitive, and technologically expansive telecommunications market.

## **2.3 Exclusions**

2.3.1 Unless expressly authorised in writing, this Authorisation does not grant the Authorisation Holder the right to

2.3.1.1 construct, install, maintain, and operate a Submarine Cable System in the Authorised Area, or

2.3.1.2 establish or operate any Electronic Communications Network or provide any Electronic Communications Service other than as set out in this Authorisation, or

2.3.1.3 provide services directly to the public or an enterprise user, or

2.3.1.4 reassign or transfer the Authorisation to another entity

### **SECTION THREE: DURATION AND RENEWAL OF AUTHORISATION**

3.1 The term of this Authorisation (the "Authorisation Term") shall be **five (5) years from the Effective Date.**

3.2 The Authority may renew this Authorisation upon request by the Authorisation Holder for an additional period, except where

3.2.1 The Authorisation Holder has failed to comply materially with any of the provisions of the Act or Regulations and any other applicable statutory laws and regulations;

3.2.2 The Authorisation Holder has failed to comply materially with any lawful direction of the Authority; and

3.2.3 The Authority has determined that it is not in the public interest to renew the Authorisation and has given notice of not less than three (3) years to that effect.

3.3 Before determining not to renew this Authorisation, the Authority shall give the Authorisation Holder advance notice of not less than six (6) months in writing of its intention not to renew this Authorisation, specifying the grounds on which it proposes not to renew, and shall allow the Authorisation Holder to present its views.

3.4 The Authorisation Holder shall submit to the Authority within such reasonable time as the Authority may specify a written statement of its objections to the decision not to renew this Authorisation, which the Authority shall take into account.

3.5 This Authorisation shall lapse where the Authorisation Holder does not operate this Authorisation within two (2) years.

3.6 An Application for renewal of this Authorisation shall be made to the Authority not later than three (3) months prior to the expiry of the Authorisation term.

3.7 Where the Authorisation Holder does not wish to renew the Authorisation, it shall notify the Authority not later than one (1) year before the expiry of the Authorisation term.

- 3.8 On granting a renewal of this Authorisation, the Authority may, in consultation with the Authorisation Holder and in accordance with the Act, Regulations and any other applicable statutory laws and regulations, vary the terms of the Authorisation as reasonably required and consistent with the prevailing conditions.
- 3.9 The Authorisation shall not be renewed until the Authorisation Holder has paid all Authorisation Fees, Annual Regulatory Fees, levies, fines or any other statutory fees and charges owed under the Authorisation.

#### **SECTION FOUR: EXPIRATION OF AUTHORISATION**

- 4.1 All operations under this authorisation shall terminate;
- 4.1.1 Upon the expiration of the Authorisation term, unless renewed per the provisions of this Authorisation or
- 4.1.2 By mutual agreement between the Authority and the Authorisation Holder.

#### **SECTION FIVE: SUSPENSION AND TERMINATION OF AUTHORISATION**

- 5.1 The Authority may suspend or terminate this Authorisation where:
- 5.1.1 The Authorisation Holder has failed to comply materially with the terms and conditions of this Authorisation, the provisions of the Act, EC Act and the Regulations;
- 5.1.2 The Authorisation Holder has failed to comply materially with any lawful directives of the Authority;
- 5.1.3 The Authorisation Holder is in default of payment of any fee or levies that are payable under this Authorisation;
- 5.1.4 The Authorisation Holder is dissolved, liquidated, or ceases to operate the Authorisation.
- 5.2 Before exercising the power to suspend or terminate under section 5.1, the Authority shall give the Authorisation Holder adequate notice of its intention and the grounds on which it proposes to suspend or terminate the Authorisation, and allow the Authorisation Holder to submit within a period of thirty (30) days or such reasonable time as the Authority may specify, a written statement of its objections

to the suspension or termination of the Authorisation, which the Authority shall take into account.

- 5.3 Pending a determination by the Authority to terminate or suspend, the Authorisation Holder shall continue to operate. However, if the period of the Authorisation comes to an end before such a determination by the Authority, an interim renewal of the Authorisation shall be granted on such terms as shall be determined by the Authority.
- 5.4 The suspension or termination of this Authorisation shall take effect on the date specified by the Authority in the termination or suspension notice.
- 5.5 Except as provided in the Act, the Regulations, or any similar legislation, the Authority shall pay no compensation to the Authorisation Holder in the event of a suspension or termination of this Authorisation.

## **SECTION SIX: AMENDMENT OF AUTHORISATION**

- 6.1 Subject to the EC Act, this Authorisation may be amended;
  - 6.1.1 By a mutual written agreement between the Authorisation Holder and the Authority, or
  - 6.1.2 By the Authority, where it is required in the public interest.
- 6.2 Before modifying or amending this Authorisation, the Authority shall give the Authorisation Holder adequate notice in accordance with the provisions of the Act and the Regulations of its intention to amend the Authorisation together with a draft copy of the intended modification or amendment and the date by which such amendment shall take effect.
- 6.3 The Authority shall consider any written representations or objections submitted by the Authorisation Holder, within a period specified by the Authority but not less than thirty (30) days from the date of the written notice before amending the Authorisation.
- 6.4 Except as provided in the Act, the Regulations, or any similar legislation, in the case of a suspension or termination of this Authorisation, the Authority shall pay no compensation to the Authorisation Holder in the event of any amendment to this Authorisation.

## SECTION SEVEN: CONDITIONS OF THE AUTHORISATION

7.1 This Authorisation is subject to the following conditions:

- 7.1.1 The period of validity of this Authorisation shall be five (5) years effective from the date of this Authorisation and may be renewed upon application to the Authority within three (3) months before the expiration of this Authorisation on **XXX**.
- 7.1.2 This Authorisation shall only remain operational subject to the payment of Annual Regulatory Fees. The fees shall be paid on or before the Anniversary date being **XXX** of each year for the succeeding year, notwithstanding whether or not the Authority has served the company with a renewal notice.
- 7.1.3 Failure to pay a fee, penalty or levy to the Authority within the stipulated time frame will result in a liability of a fine of 1.5% of the amount due for each month or part of a month after the expiration of the stipulated time frame (refer to Section 2 of the Electronic Communications (Amendment) Act, 786 (2009).
- 7.1.4 The Authorisation Holder shall be liable for all authorised service charges herein mentioned or as shall be reviewed by the Authority. Until the Authorisation Holder submits a formal letter to the Authority abrogating the authorised service herein (prior to the stated expiration date), the Authority shall presume that this Authorisation is still operational.
- 7.1.5 The Authority may renew this Authorisation upon request by the Authorisation Holder, upon expiration of the five-year term specified in Section 3.1(a), provided that the Authorisation Holder is not in breach of any of the conditions set out in this Authorisation.
- 7.1.6 Application for renewal of this Authorisation shall be made to the Authority not later than three (3) months before the expiry of the Authorisation term.
- 7.1.7 The procedure for renewal shall conform to the provisions of the National Communications Authority Act, 2008, Act 769, the Electronic Communications Act, 2008 (Act 775), the Electronic Communications Regulations 2011 (L.I. 1991) and any rules, regulations, directives and guidelines the NCA may issue from time to time.

- 7.1.8 The Authorisation holder's installation in Ghana shall be inspected by the NCA before the commercial launch date.
- 7.1.9 Upon satisfactory inspection of the premises and installations of the Authorisation Holder, it shall be authorised by the Authority in writing to commence operations.
- 7.1.10 The Authorisation Holder shall furnish the Authority with data of its customer base and traffic on a quarterly basis.
- 7.1.11 The Authorisation Holder shall only engage contractors or subcontractors duly Authorised by the Authority in building or operating any part of its Authorised networks.
- 7.1.12 The Authorisation Holder shall comply with any statutory requirements on right-of-way issues and other obligations as may be specified by other relevant government agencies.
- 7.1.13 The Authorisation Holder shall submit copies of agreements entered into for the purposes of operating the Authorised Service to the Authority.
- 7.1.14 Any upgrade of the authorised service(s) stated herein (prior to the stated expiration date), shall be with the prior written approval of the Authority.
- 7.1.15 Importation of any electronic communications equipment (prior to the stated expiration date) shall be with the prior written approval of the Authority.
- 7.1.16 Deployment of equipment and services must meet current National and International Standards adopted as national standards with full adherence to any requirements from permitting agencies.
- 7.1.17 Any change regarding the operations of the Authorisation Holder such as ownership, address, name, location of operations, technical specification of equipment etc. (before the stated expiration date) shall be with the prior written approval of the Authority.
- 7.1.18 The Authorisation Holder is further advised to comply with the provisions and conditions of the service(s) for which this Authorisation is granted. Under no circumstances should the origination and termination of international voice traffic on the national networks be undertaken.

7.1.19 Any breach of the above provisions and/or conditions shall attract the relevant penalties, including revocation of this Authorisation or as the Authority shall determine.

## **SECTION EIGHT: INFORMATION REQUIREMENTS**

- 8.1 The Authorisation Holder shall provide the Authority with any relevant agreements (including agreements with any Affiliate) and such relevant accounting, financial, costs, technical and other information concerning any Authorised Networks or Authorised Services as the Authority may reasonably request to enable the Authority to carry out its functions under the Act.
- 8.2 Without limiting the generality of Section 8.1, the Authorisation Holder shall provide to the Authority annually an audited financial statement showing Income Statement, Cash flow Statement, Statement of Financial position/ Balance sheet, Statement of Changes in Equity, Notes to Financial Statement and rates of Depreciation.
- 8.3 The Authorisation Holder shall, within one (1) year after the Effective Date and in consultation with the Authority, adopt a cost accounting plan to ascertain the costs of individual elements of the Authorised Networks and the costs of providing components of its Authorised Services. The Authorisation Holder shall use such information to develop prices or Reference Offer, where required by the Act, the EC Act, guidelines, and regulations including amendments made thereto.

## **SECTION NINE: OBLIGATIONS WITH RESPECT TO CONFIDENTIALITY AND DATA PROTECTION**

- 9.1 The Authorisation Holder shall maintain the confidentiality and integrity of and not use or disclose any confidential, personal and proprietary information of any User(s) or other Operator(s) or any information regarding usage of the Authorised Service or information received or obtained in connection with the operation of the Authorised Network or provision of the Authorised Service, for any purpose other than to operate the Authorised Network or Authorised Service, bill and collect charges, protect the rights or property of the Authorisation Holder or protect Users or other Operators or Service Providers from the fraudulent use of the Authorised Network or Authorised Service; except as otherwise permitted by the User, other Operators or as required by a warrant, court order or other government agency with the competent authority.

- 9.2 The Authorisation Holder shall institute reasonable technical and organisational measures and procedures in line with international best practices and standards to safeguard the confidentiality and integrity of business secrets and personal data concerning its Users, which it acquires in the course of its business. The Authorisation Holder shall appoint one of its officers to be in charge of the implementation, compliance and supervision of such measures and procedures. On the 31<sup>st</sup> day of March of each calendar year starting with the first calendar year following the Effective Date, the Authorisation Holder shall submit to the Authority, an annual report for the preceding calendar year setting forth such measures and procedures which the Authorisation Holder has established to maintain confidentiality, and describing the effectiveness thereof and any necessary changes and improvements thereto.
- 9.3 The Authorisation Holder shall comply with reasonable inspection procedures and reporting requirements established or to be established by the Authority relating to the measures set out in Section 9.2. If the Authority determines that the Authorisation Holder is not complying with its obligations under Section 9.2 the Authority may establish such measures and procedures, which it deems appropriate at the expense of the Authorisation Holder.
- 9.4 The Authorisation Holder shall comply with the provisions of the Data Protection Act, 2012, Act 843 as well as any directives or guidelines the Authority may issue from time to time.

## **SECTION TEN: OBLIGATIONS WITH RESPECT TO CYBER SECURITY**

### **10.1 Security Measures**

- 10.1.1 The Authorisation Holder shall take technical and organisational measures to manage cyber security risks of its network, services, interconnected networks, transmitted messages or data, and related operations or systems.
- 10.1.2 The Authorisation Holder shall employ international best practices and
- 10.1.3 standards to ensure privacy, secrecy and security of Communications carried or transmitted by the Authorisation Holder or through the communications system of the Authorisation Holder as well as the personal and accounts data related to Users.

## **10.2 Information Security Management System**

10.2.1 To give effect to Section 10.1 without limiting its generality, the Authorisation Holder shall develop, implement, maintain and continually improve its Information Security Management System taking into consideration internationally accepted cyber security best practices and standards adopted by the Authority such as those by the International Telecommunications Union (ITU) and any other national and international institution recognised by the Authority. The Information Security Management System to be developed shall include:

- 10.2.1.1 Governance and Risk Management;
- 10.2.1.2 Human Resource Security;
- 10.2.1.3 Asset Management;
- 10.2.1.4 Physical Security and Environmental Security;
- 10.2.1.5 Access Control;
- 10.2.1.6 Operations Security;
- 10.2.1.7 Communications Security (Network Security);
- 10.2.1.8 Cryptography controls;
- 10.2.1.9 Controls for Systems acquisition development and maintenance;
- 10.2.1.10 Controls for Supplier Relationships;
- 10.2.1.11 Information Security Incident Management;
- 10.2.1.12 Information security aspects of business
- 10.2.1.13 Continuity management; and
- 10.2.1.14 Compliance Monitoring.

10.2.2 The Authorisation Holder shall have reasonable, sufficient and appropriate technical capabilities and controls to address cyber security, data protection and privacy-related issues, which shall include:

- 10.2.2.1 Access controls;
- 10.2.2.2 Intrusion Prevention Systems;
- 10.2.2.3 Intrusion Detection Systems;
- 10.2.2.4 Firewalls; and
- 10.2.2.5 Anti-malware/Antivirus software.

## **10.3 Cybersecurity Awareness Programme for Users**

10.3.1 The Authorisation Holder shall develop, implement and maintain a cybersecurity awareness programme for end users concerning risks related to the use of its services.

## **10.4 User Risk Assessment**

- 10.4.1 The Authorisation Holder shall consider user risk during risk assessment. Where the Authorisation Holder determines significant risk to the Users, users' data, network or services, appropriate steps should be taken to mitigate the risk. Steps taken shall include informing users of:
- 10.4.1.1 the nature of the risk;
  - 10.4.1.2 the appropriate measures the User may take to mitigate the risk;
  - 10.4.1.3 the likely impact or cost to the User involved in taking the measures; and
  - 10.4.1.4 relevant information directed by the Authority.

## **10.5 Cybersecurity and Data Protection Activities/Incidents Reports**

- 10.5.1 The Authorisation Holder shall submit to the Authority, cyber security and data protection report on monthly cyber security and data protection activities and incidents as scheduled or as requested by the Authority.
- 10.5.2 The Authorisation Holder shall notify the Authority of significant cyber security, data protection or privacy breach or incident within a period of seventy-two (72) hours or as defined by the Authority for the type of and severity of the incident.

## **10.6 Auditing and Enforcement**

- 10.6.1 The Authority may use the information gathering and enforcement provisions in the Act or Regulations to investigate, rectify and penalise any infringement of these obligations.
- 10.6.2 The Authority may request for audit when it deems it relevant such as after a cybersecurity incident of significant impact, and require Authorisation Holder to submit to and pay for an audit of measures on compliance of the Authorisation Holder to cyber security and data protection obligations of its network, services and related operations or systems.

## **10.7 NCA CERT**

- 10.7.1 The Authorisation Holder shall be a constituent member of and cooperate with the NCA CERT on activities relating to securing networks, services and related operations and systems.

10.7.2 The Authorisation Holder shall address cybersecurity issues and incidents brought to its attention by the NCA CERT and report accordingly to the NCA the status of actions taken towards the resolution of the cyber security issues and incidents. Schedules and deadlines for status updates and reporting on cyber security incidents and issues shall be provided by the Authority. Incident management shall include notification of users when necessary.

## **SECTION ELEVEN: FEES PAYABLE BY THE AUTHORITY**

### **Payment of Fees and Compliance with the General Conditions**

11.1.1 The Authorisation Holder shall pay the fees specified in this Authorisation.

#### **Authorisation Fees**

11.1.2 The Authorisation Holder shall pay Twenty Thousand United States Dollars (\$20,000.00) as the fee for the Electronic Communications (Submarine Capacity) Service Authorisation.

#### **Annual Regulatory Fees**

11.1.3 The Authorisation Holder shall pay to the NCA an annual regulatory fee of an equivalent of 1% of its revenue).

11.1.4 The said regulatory fee shall be payable quarterly and by the last business day of the month succeeding the quarter for which payment is being made.

#### **Other Fees and Charges**

11.1.5 The Authorisation Holder shall pay other applicable fees as shall be prescribed by the Authority.

## **AUTHORISATION ISSUED BY THE NATIONAL COMMUNICATIONS AUTHORITY**

.....  
**DIRECTOR GENERAL**

**EFFECTIVE DATE: DD/MM/YYYY**

**ANNEX A: TYPE OF DATA REQUEST AND DATA RETENTION PERIOD**

<b>No.</b>	<b>Type of Information</b>	<b>Data Type</b>	<b>Retention Period</b>
1.	Accounting	Data for computing regulatory fee on quarterly basis	Six (6) years
2.	Financial	Audited Financial Statements	Six (6) years
3.	Monthly and Quarterly Regulatory Information Request	Details of NCA Data Reporting Template	Two (2) years

## **ANNEX B: DEFINITIONS AND INTERPRETATIONS**

### **B1.1 In this Authorisation:**

“Access”	means, with respect to a Mobile Cellular Network or Service, the ability of a Service Provider or User to use the Mobile Cellular Network or Service of an Operator or any other Service Provider;
“Act”	means the National Communications Authority Act, 2008, Act 769 and any amendments thereto;
“Affiliate”	means as used with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control with, that person. For the purposes of this definition, “Control” (including, with correlative “controlling”, “controlled by” and “under common control with”), as applied to any person, means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person;
“Ancillary electronic communication work /service”	means any electronic communication work /service which a licensed electronic communication service provider is permitted under its licence to provide or undertake in providing the licensed service;
“Annual Regulatory Fee”	means yearly fee payable by the Licensee to keep its Licence operational;
“Authority”	means the National Communications Authority established under the National Communications Authority Act, 2008, Act 769;
“Authorisation Fee”	means the amount payable by the Authorisation Holder to the Authority as set out in Section 12.2;
“Authorised Area”	means such area as may be delineated by the Authority within the territory of Ghana;

“Authorised Services”	means those Electronic Communications Services set out in Section 2.1;
“Authorisation Holder”	means XXX;
“Body Corporate”	has the same meaning assigned to it under the First Schedule of the Companies Act, 2019 (Act 992);
“Commercial Launch Date”	means date of commencement of Licensed Services to the general public by the Licensee;
“Computer Emergency Response Team (CERT)”	means a group of experts who are tasked with operations supporting the detection, analysis and containment of a cyber-incident and response, and involves qualified personnel, technology systems and processes to handle incident response operations;
“Communications Equipment”	means any equipment or apparatus for or intended to be used for Communications as part of or comprising a communication system;
“Connecting Entities”	means entities duly authorised by the NCA to connect to the Wholesale Electronic Communications Infrastructure (Telecommunication) Network;
“Court”	means a court of competent jurisdiction in the Republic of Ghana;
“Coverage”	means availability of service signals in an area where users can originate and receive voice or data signals;
“CST”	means Communications Service Tax;
“Cybersecurity”	means the collection of tools, policies, security concepts, security safeguards, guidelines, risk management approaches, actions, training, best practices, assurance and technologies that can be used to protect the cyber environment and organisation’s and user’s assets. Organisation and user’s assets include connected computing devices, personnel, infrastructure, applications, services, telecommunications systems, and the totality of transmitted and/or stored information in the cyber environment;

“Cybersecurity Obligations”	means the cybersecurity obligations set out in Section 11;
“Cybersecurity Incident”	means any act or attempt, successful or unsuccessful, to gain unauthorised access to, disrupt or misuse information system or information stored on such information system;
“EC Act”	means the Electronic Communications (Amendment) Act, 2009, Act 786 and any amendments thereto;
“Electronic Communications”	means any communication through the use of wire, radio optical or electromagnetic transmission emission or receiving system or any part of these;
“Electronic Communications Network”	means any wire, radio, optical or electromagnetic transmission, emission or receiving system, or any part thereof, used for the provision of an Electronic Communications Service;
“Electronic Communications Service”	means a service providing electronic communications and includes a closed user group service, a Private Electronic Communications Service, a Public Electronic Communications Service, a radio communication service and a Value Added Service;
“Effective Date”	means the date above inscribed on which this licence is executed;
“Emergency Electronic Communications Handlers”	means an entity that is authorised to provide emergency electronic communications on behalf of the State during disaster and/or emergency situations in the Republic of Ghana;
“End Users”	means individuals, corporate entities such as banks, government institutions, educational institutions and other entities who have not been licensed by the Authority in one way or the other to provide communication services.
“Facility”	means a physical component of a Electronic Communications Network, other than Terminal Equipment, including wires, lines, terrestrial and

submarine cables, wave guides, optics or other equipment or object connected therewith, used for the purpose of telecommunication and includes any post, pole, tower, standard, bracket, stay, strut, insulator, pipe, conduit, or similar thing used for carrying, suspending, supporting or protecting the structure;

“Force Majeure”

includes any of the following circumstances:

- acts of God, riot or civil commotion;
- strikes, lock-outs and other industrial disturbances;
- wars, blockades or insurrection;
- earthquake, hurricane, flood, fire or explosions;
- outbreak of pestilence or epidemics;
- wartime or emergency controls imposed by government; and
- embargoes or trade restrictions;

“Government”

means the Government of Ghana;

“Industry”

means all Communication Service Providers;

“Interconnection”

means the linking of Public Electronic Communications Networks and services to allow the Users of one Public Electronic Communications Service to communicate with users of another Public Electronic Communications Service, and to access the services of that provider;

ITU

means International Telecommunications Union- a specialised United Nations Agency for Information and Communication Technologies (ICTs);

NCA CERT

National Communications Authority Computer Emergency Response Team;

“Operator”

means a person licensed under the Act to operate an Electronic Communications Network;

“Public Interest”	includes any right or advantage, which enures or is intended to enure to the benefit generally of the whole of the people of Ghana;
“Public Electronic Communications Network”	means an Electronic Communications Network used to provide a Public Electronic Communications Service;
“Public Electronic Communications Service”	means an Electronic Communications Service, including a Public Telephone Service, offered to members of the general public, whereby one user can communicate with any other user in real-time, regardless of the technology used to provide such service;
“Public Telephone Service”	means the commercial provision to the public of the direct transport and switching of voice telephony in real time from and to Network Termination Points;
“Radiocommunication Service”	means an Electronic Communications Service that is provided through the transmission, emission or reception of electromagnetic waves;
“Regulations”	means the Electronic Communications Regulations, 2011 (L.I. 1991) and any amendments thereto;
“Security”	includes the usual meaning given to it in relation to information security, namely protecting confidentiality, integrity and availability
“Service Provider”	means an entity licensed under the Act to provide a Broadband and/or Telecommunication Service;
“Spectrum”	means the continuous range of electromagnetic wave frequencies used for telecommunications and broadcasting;
Subcontractor	an entity duly authorised by the National Communications Authority to undertake ancillary electronic communication works within the electronic communication industry;

“Telecommunications”	includes the transmission, emission or reception of signals, writing, pulses, images, sounds or other intelligence of any kind by wire, radio, terrestrial or submarine cables, optical or electromagnetic spectrum or by way of any other technology;
“User”	means last mile subscriber of the Authorised Services;
“Value Added Service”	includes a service that combines applications provided to users with telecommunications, but does not include any public electronic communications service.