



AUTORITE DE REGULATION DES COMMUNICATIONS  
ELECTRONIQUES ET DE LA POSTE  
CERTIFIEE ISO 9001 : 2015



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**BILATERAL AGREEMENT FOR THE IMPLEMENTATION OF THE  
ECOWAS REGULATION  
N°C/REG.2 1/12/17 ON ROAMING ON PUBLIC MOBILE  
COMMUNICATIONS NETWORKS IN THE ECOWAS REGION**

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**BETWEEN**

**THE AUTORITE DE REGULATION DES COMMUNICATIONS  
ELECTRONIQUES ET DE LA POSTE (ARCEP BENIN)**

**AND**

**THE NATIONAL COMMUNICATIONS AUTHORITY  
(NCA GHANA)**

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## Preamble

- i. Considering Regulation C/REG.21/12/17 on roaming on public mobile communications networks in the ECOWAS region (hereinafter referred to as the ECOWAS Roaming Regulation);
- ii. Considering the recommendations of the 20<sup>th</sup> WATRA Annual General Meeting held on 28<sup>th</sup> and 29<sup>th</sup> March 2023 in Bamako, Mali;
- iii. Considering Resolution 1 adopted by ECOWAS National Regulatory Authorities (NRAs) on 25<sup>th</sup> September, 2020 on the implementation of Regulation C/REG.21/12/17 on roaming on public mobile communications networks in the ECOWAS region;
- iv. Considering the decision taken at the 18<sup>th</sup> Meeting of ECOWAS Ministers in charge of Telecommunications/ICT/Digitalization and Post field on 2<sup>nd</sup> April, 2022 that Member states should adopt a phased implementation approach on the basis of reciprocity;
- v. Considering the correspondence between the Autorité de Regulation des Communications Electroniques et de la Poste du Bénin (ARCEP BENIN) and the National Communications Authority of Ghana (NCA) between December 2023 and March 2024, in which both countries decided to fully implement ECOWAS roaming regulation;
- vi. Recognizing the common will of Benin and Ghana to fully implement community roaming for the benefit of their respective populations and to serve as an example to other ECOWAS countries;
- vii. Acknowledging that the reduction of roaming charges is a catalyst for integration and a business opportunity for both countries;
- viii. Having regard to the conclusions of the meeting held in **Cotonou, Benin** between the Regulators in Benin and Ghana, (hereinafter 'Parties') and their respective operators;
- ix. Whereas the obligations contained in this Agreement shall be implemented through the Mobile Network Operators of the Parties ;



The Parties hereby agree as follows:

**1. Governance and Monitoring of the Implementation of the Agreement**

- 1.1. There is established a Monitoring Committee, composed of representatives of ARCEP BENIN, the NCA and the Mobile Network Operators of both countries, to ensure the coordination and periodic monitoring of the implementation of the provisions of this Agreement.
- 1.2. ARCEP BENIN and the NCA shall chair the meetings (virtual or in-person) on a rotational basis.

**2. Surcharge on Incoming Intra Community Roaming Traffic**

No surcharges (minimum rate for international incoming electronic communication traffic) on incoming intra community roaming traffic between the two countries will be applied in the implementation of this Agreement;

**3. Roaming Links**

- 3.1. Roaming voice traffic between Benin and Ghana may be routed via identified direct links.
- 3.2. Where there are no direct links, Mobile Network Operators are encouraged to set up direct links to route the roaming traffic between Benin and Ghana.
- 3.3. In the event that direct links are not feasible, Mobile Network Operators may route voice roaming traffic through alternative links.

**4. International Carrier Fees**

The Parties agree that where the use of direct links is not feasible, the interconnect carrier fees on incoming calls for the inbound roamers shall not exceed the ceiling rate adopted by the Monitoring Committee.

**5. Call Termination**

- 5.1. Mobile Network Operators in both countries shall not charge each other for call termination under the implementation of this Agreement;
- 5.2. The roaming call reception service shall be free for roaming customers in both countries for thirty (30) consecutive days;



6. **Applicable Tariff Ceiling:**

- 6.1. The local tariff ceilings communicated by the two (2) countries to ECOWAS and published on the ECOWAS website, shall apply in the implementation of this Agreement;
- 6.2. ARCEP Benin and the NCA (Ghana) will share updated tariff ceilings with each other prior to communicating to ECOWAS.

7. **Pricing of services**

- 7.1. **The local retail charge** (excluding VAT) that a roaming operator may levy on a customer for the provision of **roaming calls originating** on a visited network and terminating on any network of the visited country shall not exceed the highest tariff for local calls from the visited country.
- 7.2. The local retail charge (excluding VAT) that an operator may levy on a roaming customer for an **SMS originating on a visited network and terminating on any network of the visited country** shall not exceed the highest tariff for SMS from the visited country.
- 7.3. The local wholesale charge that the visited network operator may levy on the customer's roaming provider for the provision of **roaming calls originating** on that visited network and terminating on any network of the visited country shall not exceed 60% of the retail charge for a local call.
- 7.4. The local wholesale charge that the visited network operator may levy on the customer's roaming provider for the provision of **roaming SMS originating** on that visited network and terminating on any network of the visited country shall not exceed 60% of the retail charge for a local SMS.
- 7.5. The retail charge (excluding VAT) that a roaming provider may levy on a customer for the provision of roaming data services shall not exceed the highest effective bundle rate per megabyte in the visited country. Effective bundle rate per megabyte is defined as the price of one megabyte of data in a bundle.
- 7.6. **The wholesale rate** that the visited network operator may levy on the customer's roaming provider for the provision of **roaming data services originating** on that visited network shall not exceed 80% of the retail charge.
- 7.7. The intra-community retail charge (excluding VAT) for voice tariff which a roaming provider may levy on its customers for the provision of **roaming calls** to either ECOWAS Member States, **including the home country, shall not exceed the highest tariff for international calls from the visited country to the called country.**



- 7.8. The intra-community retail charge (excluding VAT) for a Community SMS tariff which a roaming provider may levy on roaming customers shall not exceed the highest tariff for international SMS from the visited country to other countries in the ECOWAS region.
- 7.9. The intra-community wholesale charge that the visited network operator may levy on the customer's roaming provider for the provision of a Community roaming call originating on that visited network shall not exceed 60% of the intra-community retail charge.
- 7.10. The Intra-community wholesale charge that the visited network operator may levy on the customer's roaming provider for the provision of a Community roaming SMS originating on that visited network and terminating on another Member State's network, including the home country, shall not exceed 60% of the intra-Community retail charge.

**8. International Calls rates**

The Parties agree to work towards reducing international calls rates between the two countries.

**9. Compliance with the 30 days of stay**

Mobile Network Operators shall establish mechanisms to ensure compliance with the period of thirty (30) consecutive days by the roamers.

**10. Fraud Management**

- 10.1 The Monitoring Committee shall define relevant Key Performance Indicators (KPIs) to manage roamers' abnormal behaviors, in line with the ECOWAS Roaming Regulation;
- 10.2 The Parties and their respective Mobile Network Operators shall exchange information on fraud;
- 10.3 The Parties and their respective Mobile Network Operators shall take necessary and prompt action to stop or reduce the impact of any fraudulent and damaging acts by using their respective fraud solutions.

#### **11. Amendment**

This Agreement may be modified based on a mutual decision made by the Parties and this should be confirmed through the exchange of letters stating clearly the date on which the amended clauses shall enter into force. An amended agreement stating the changes made shall be signed by the Parties.

#### **12. Effective Launch Date**

The effective date for the implementation of the roaming services under the ECOWAS Regulation between Benin and Ghana is **1<sup>st</sup> July, 2024**

#### **13. Evaluation of ECOWAS Roaming Implementation between Benin and Ghana**

An evaluation report shall be submitted by the Monitoring Committee as established under 1.1, to the NRAs of both countries at regular intervals the first of which to be submitted by **1<sup>st</sup> October, 2024**.

#### **14. Counterparts**

13.1 This Agreement is executed in counterparts of four (4) original copies, two (2) in French and two (2) in English, one of each language is given to each party, both texts being authentic, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

13.2 A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

#### **15. Exclusivity**

This Agreement is closed and is not intended to be extended to other countries.

Each Party may, however, freely conclude agreements with other countries for the same purposes as those covered by this Agreement, and even adopt their terms and provisions.

Cotonou, 27<sup>th</sup> March 2024

**Autorité de Régulation des Communications  
Electroniques et de la Poste du Bénin**



**Hervé Coovi GUEDEGBE**

**The National Communications Authority of  
Ghana**



**Prof. Ezer Osei YEBOAH-BOATENG**